



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_05_25_2016

Wednesday, May 25, 2016 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, May 25, 2016 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

Action Item #1:

Meeting Minutes Consideration for Approval

Documents: [Minutes - April 27, 2016](#)

Bid Approval

Ordinances or Resolutions

Action Item #2:

Havencrest Homes Illicit Discharge Appeal

Documents: [Havencrest Illicit Discharge Letter](#) | [Letter to Havencrest March 23](#) | [Havencrest Photos](#)

Construction Standards & Specifications Changes

Change Orders

Contracts/Leases

Action Item #3:

Signing Authority for Land Collective Contract Amendment

Documents: [Signing Authority - Mill Street Project](#)

Action Item #4:

Solid Waste/Recycle & Yard Waste Collections & Disposal in the City of Westfield,

Indiana

Documents: [Westfield Contract w/Ray's Trash Service](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #5:

Westfield Boulevard Extension - Stream Mitigation Construction Services

Documents: [Stream Mitigation Construction Agreement](#) | [Exhibit A: Westfield Site Plan](#)
| [Exhibit B: Mitigation Site Plan](#) | [Exhibit: Final MMP RFS](#)

Action Item #6:

Design Supplemental Agreement - SR 32 at Ditch Road

Documents: [Ditch Road Design Supplement](#)

Consent Agenda

Bond Information

Documents: [Bond Information](#)

WPD Vehicle Replacement

Documents: [WPD Vehicle Replacement](#)

Department Reports

Fire

Documents: [WFD April Report](#)

Police

Documents: [WPD April Report](#)

Public Works

Documents: [WPWD April Report](#)



**City of Westfield Fire Department
Board of Public Works & Safety Report
April 1st – April 30th, 2016**

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

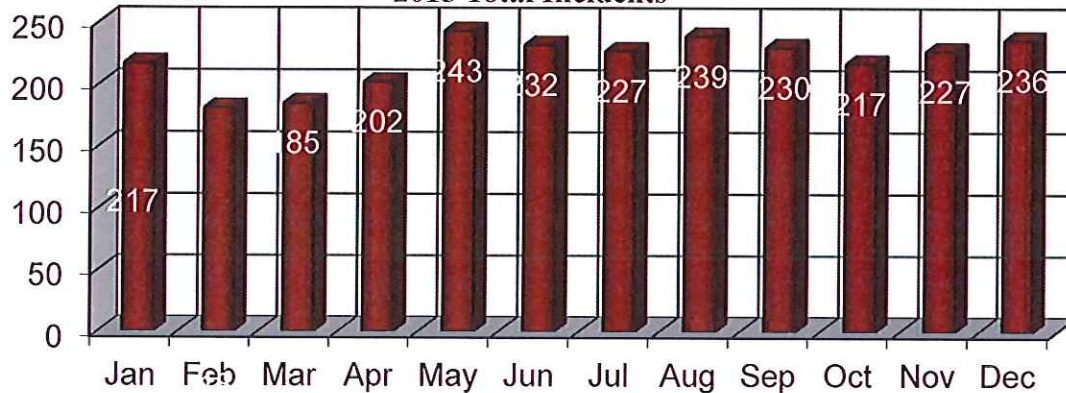


Westfield Fire Department 2015 Incident Statistics By Fire / Medical Groups

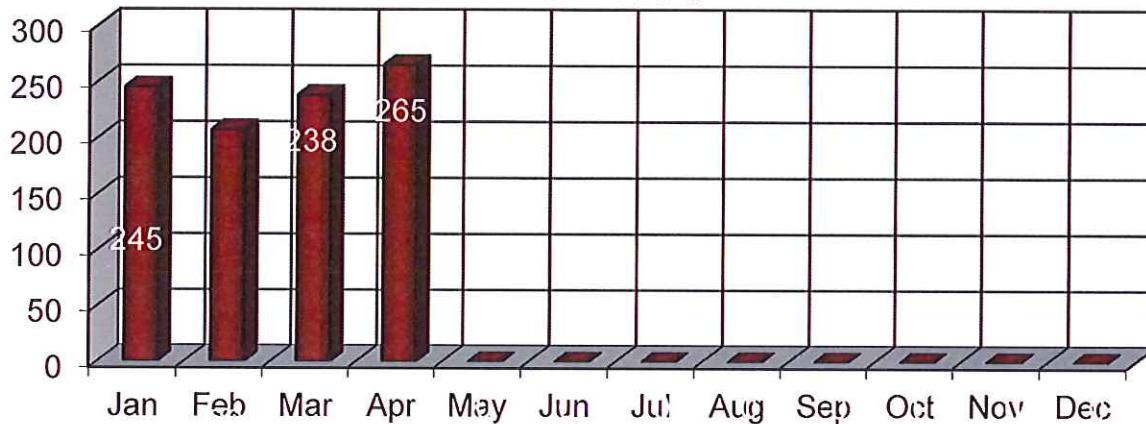


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	84	83	91	115									373	39.1%
Total WFD Medical Incidents	161	124	147	150									582	60.9%
Total WWFD Incidents	245	207	238	265	0	0	0	0	0	0	0	0	955	100%

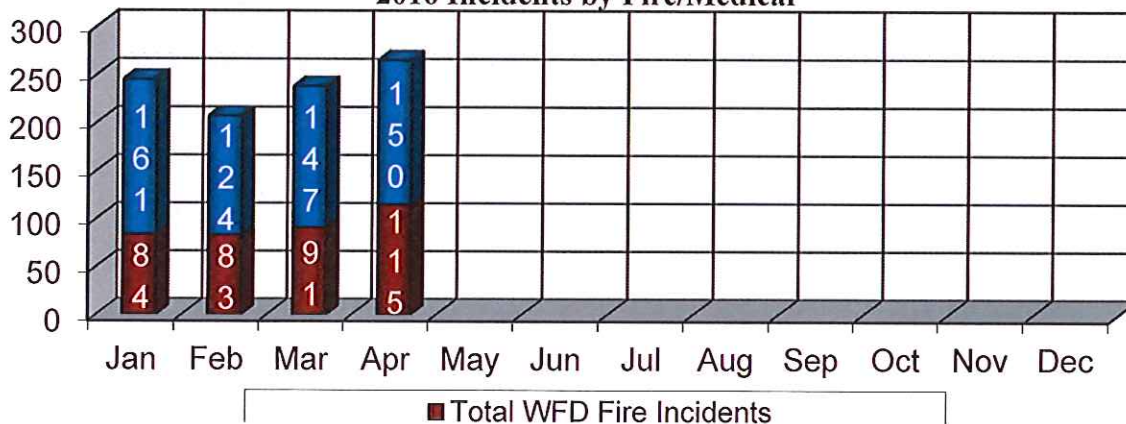
Westfield Fire Department
2015 Total Incidents



Westfield Fire Department
2016 Total Incidents



Westfield Fire Department
2016 Incidents by Fire/Medical



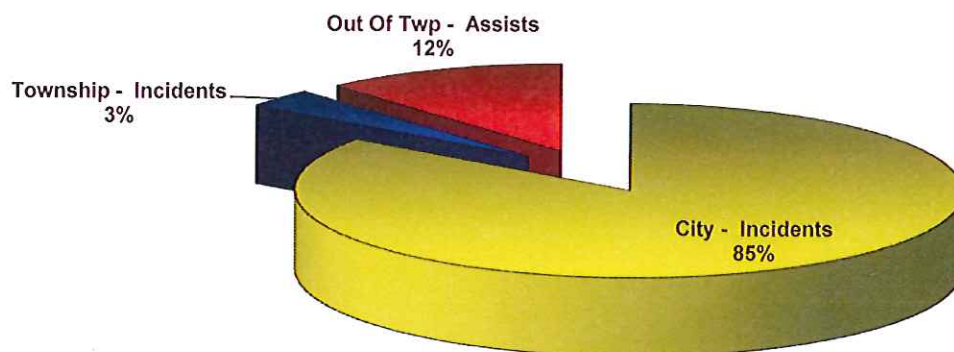


Westfield Fire Department 2016 Fire/Medical Incidents By Governmental Area



2015 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	204	177	212	216									809	84.7%
Township - Incidents	7	7	5	14									33	3.5%
Out Of Twp - Assists	34	23	22	33									112	11.7%

Westfield Fire Department 2016 Incidents by Governmental Areas



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



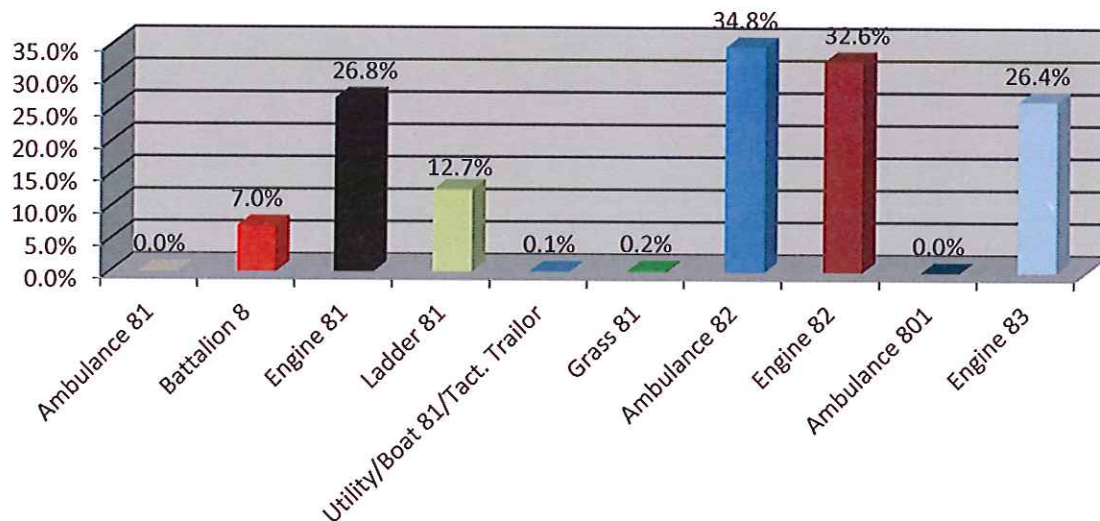
Westfield Fire Department 2016 Total Apparatus Responses By Unit & Station

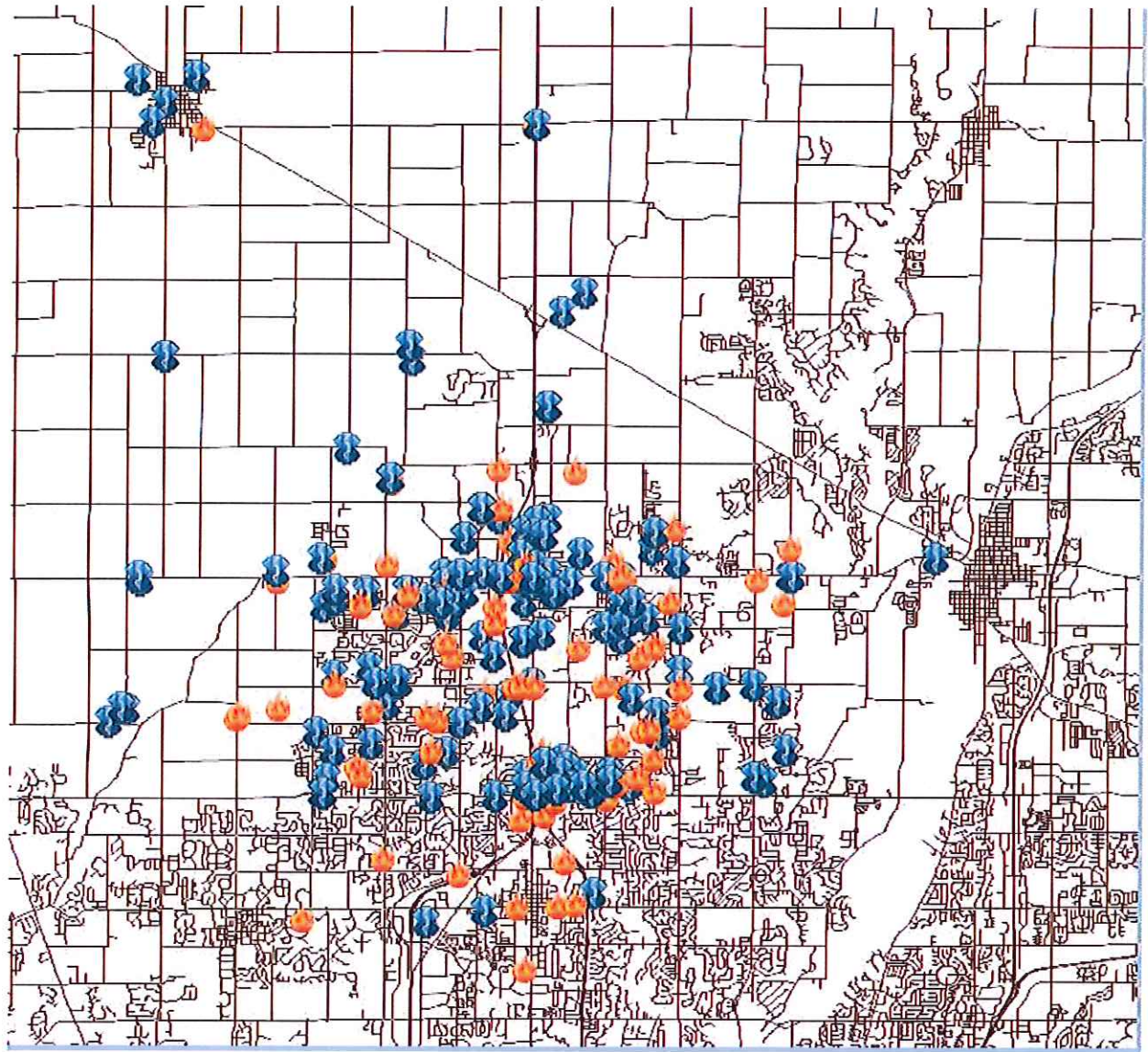


<u>Station 81 Responses</u>														Totals	%
Ambulance 81	87	59	80	90										316	0.0%
Battalion 8	15	25	14	13										67	7.0%
Engine 81	63	58	55	80										256	26.8%
Ladder 81	20	33	32	36										121	12.7%
Utility/Boat 81/Tact. Trailer	0	-	-	1										1	0.1%
Grass 81	0	1	-	1										2	0.2%
EMS 80	0	-	-	-										0	0.0%

<u>Station 82 Responses</u>														Totals	%
Ambulance 82	82	84	91	75										332	34.8%
Engine 82	73	76	81	81										311	32.6%
Ambulance 801	0	-	-	-										0	0.0%
<u>Station 83 Responses</u>														Totals	%
Engine 83	61	57	60	74										252	26.4%

Westfield Fire Department 2016 Total Apparatus Responses





Westfield Fire Department

Kristen Custom Report

Alarm Date Between {04/01/2016} And {04/30/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
113 Cooking fire, confined to container	3	1.13%	\$1,025	4.86%
114 Chimney or flue fire, confined to chimney	1	0.37%	\$0	0.00%
131 Passenger vehicle fire	2	0.75%	\$20,000	94.89%
132 Road freight or transport vehicle fire	1	0.37%	\$0	0.00%
140 Natural vegetation fire, Other	2	0.75%	\$50	0.23%
151 Outside rubbish, trash or waste fire	1	0.37%	\$0	0.00%
162 Outside equipment fire	1	0.37%	\$0	0.00%
	11	4.15%	\$21,075	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	1	0.37%	\$0	0.00%
320 Emergency medical service, other	6	2.26%	\$0	0.00%
321 EMS call, excluding vehicle accident with	139	52.45%	\$0	0.00%
322 Motor vehicle accident with injuries	10	3.77%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	5	1.88%	\$0	0.00%
340 Search for lost person, other	1	0.37%	\$0	0.00%
350 Extrication, rescue, Other	1	0.37%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	0.37%	\$0	0.00%
	164	61.88%	\$0	0.00%
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.37%	\$0	0.00%
412 Gas leak (natural gas or LPG)	7	2.64%	\$0	0.00%
422 Chemical spill or leak	1	0.37%	\$0	0.00%
444 Power line down	3	1.13%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	0.37%	\$0	0.00%
461 Building or structure weakened or collapsed	1	0.37%	\$0	0.00%
	14	5.28%	\$0	0.00%
5 Service Call				
531 Smoke or odor removal	1	0.37%	\$0	0.00%
542 Animal rescue	2	0.75%	\$0	0.00%
550 Public service assistance, Other	1	0.37%	\$0	0.00%
551 Assist police or other governmental agency	17	6.41%	\$0	0.00%
552 Police matter	1	0.37%	\$0	0.00%
553 Public service	1	0.37%	\$0	0.00%
5531 Public education detail	1	0.37%	\$0	0.00%
554 Assist invalid	3	1.13%	\$0	0.00%
571 Cover assignment, standby, moveup	1	0.37%	\$0	0.00%

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {04/01/2016} And {04/30/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call	28	10.56%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.37%	\$0	0.00%
611 Dispatched & cancelled en route	20	7.54%	\$0	0.00%
622 No Incident found on arrival at dispatch	6	2.26%	\$0	0.00%
631 Authorized controlled burning	1	0.37%	\$0	0.00%
671 HazMat release investigation w/no HazMat	2	0.75%	\$0	0.00%
	30	11.32%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	3	1.13%	\$0	0.00%
710 Malicious, mischievous false call, Other	1	0.37%	\$0	0.00%
730 System malfunction, Other	2	0.75%	\$0	0.00%
735 Alarm system sounded due to malfunction	3	1.13%	\$0	0.00%
741 Sprinkler activation, no fire -	1	0.37%	\$0	0.00%
743 Smoke detector activation, no fire -	2	0.75%	\$0	0.00%
745 Alarm system activation, no fire -	4	1.50%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.37%	\$0	0.00%
	17	6.41%	\$0	0.00%
9 Special Incident Type				
900 Special type of incident, Other	1	0.37%	\$0	0.00%
	1	0.37%	\$0	0.00%

Total Incident Count: 265

Total Est Loss: \$21,075

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

April 2016

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WESTFIELD POLICE DEPARTMENT

April 2016

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

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	1
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	3
Admin- Special Detail	0
Admin- Test Calls	0
Admin- Tow Release	2
Admin- Warning Correction	0
Alarm- Bank	2
Alarm- Business	50
Alarm- Residence	95
Animal- Complaints	53
Assault- Battery	1
Assault- Sexual	0
Assist- Fire Incident	5
Assist- Medical Incident	10
Assist- Other Agencies	19
Bomb Found/ Suspicious Pkg	0
Burglary/ Home Invasion	5
Damage/ Vandalism/ Mischief	3
Deceased- All Others	1
Disturbance	29
Drugs- Complaint	4
Fight	2
Fireworks Complaint	1
Fraud- Criminal Deception	0
Fraud- Forgery	21
Fraud- Prescription	0
Harassment/ Stalking/ Threat	14
Indecency / Lewdness	0
Intoxicated- Possible DUI	13
Loud Party	1
Mental/ Emotional	23
Miscellaneous	14
Noise Complaint	12
Person-Missing	4

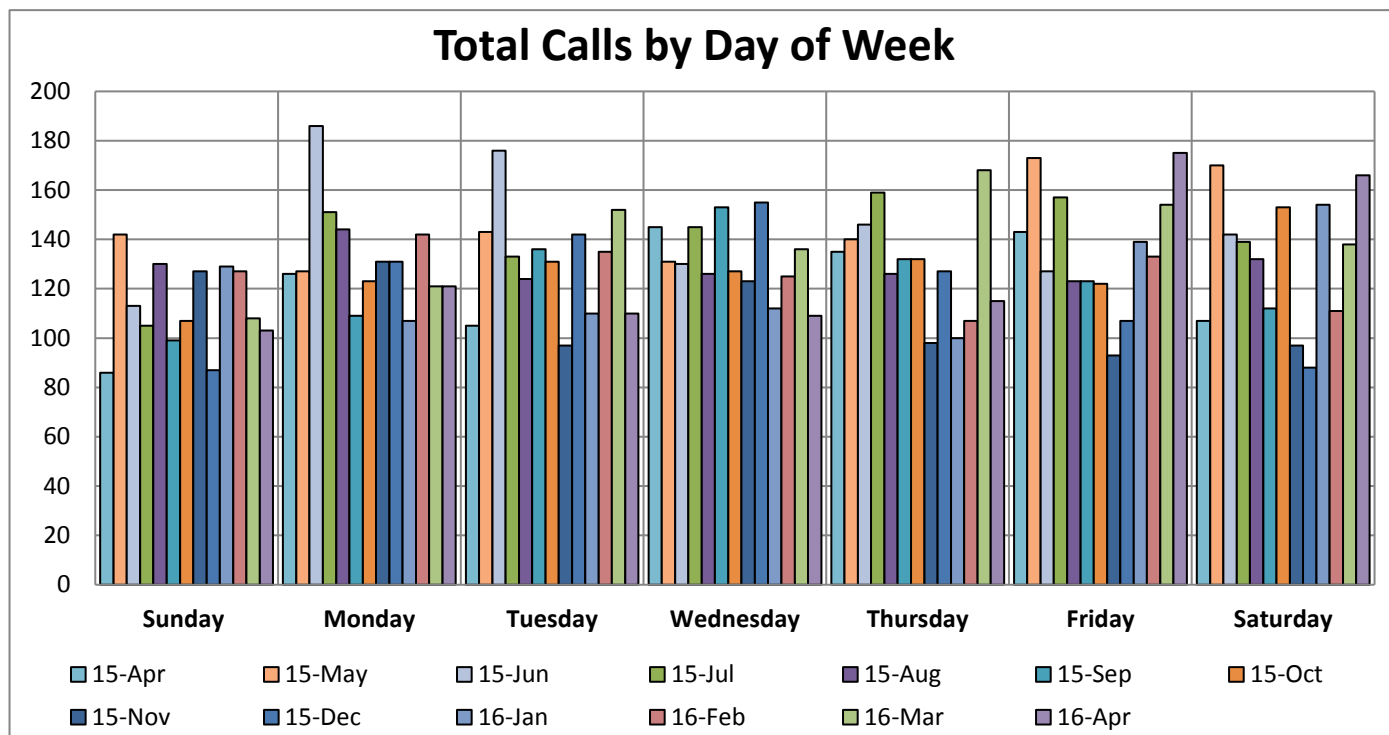
Person- Runaway	1
Robbery-Carjacking	1
Service Call- 9-1-1 Hang Up	23
Service Call- Damage to Property	8
Service Call- Found Property	7
Service Call- Keep the Peace	31
Service Call- Lost Property	13
Service Call- Notification	1
Service Call- Security Check	9
Service Call- Vehicle Lockout	56
Service Call- Vin Check	33
Service Call- Welfare Check	36
Suicidal- Attempted	0
Suicidal- Persons Threatening	0
Supplemental- Case Follow Up	42
Suspicious- Noises	3
Suspicious- Open Door/ Window	3
Suspicious- Person/Prowler	22
Suspicious- Solicitor	9
Suspicious- Vehicle	26
Theft- From a Vehicle	0
Theft- Of a Vehicle	2
Theft- Others	28
Theft- Shoplifting	5
Trespassing/ Unwanted Person	1
Trfc Complaint - Abandoned Veh	4
Trfc Complaint- Driving Issues	38
Trfc Complaint- Parking Issues	13
Trfc Hazard- Debris in Road	17
Trfc Hazard- Disabled Vehicle	18
Trfc Hazard- Trfc Signal Out	2
Trnsprtn Acdnt- MV Hit & Run	8
Trnsprtn Acdnt- MV Prop Damg	37
Trnsprtn Acdnt- MV Prsnl Inj	7
Wanted- Warrant Service	5
Weapons- Person Carrying	0
Weapons- Shot Fired	2

WESTFIELD POLICE DEPARTMENT

April 2016

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

DAY	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr
Sunday	86	142	113	105	130	99	107	127	87	129	127	108	103
Monday	126	127	186	151	144	109	123	131	131	107	142	121	121
Tuesday	105	143	176	133	124	136	131	97	142	110	135	152	110
Wednesday	145	131	130	145	126	153	127	123	155	112	125	136	109
Thursday	135	140	146	159	126	132	132	98	127	100	107	168	115
Friday	143	173	127	157	123	123	122	93	107	139	133	154	175
Saturday	107	170	142	139	132	112	153	97	88	154	111	138	166
TOTAL	847	1026	1020	989	905	864	895	766	837	851	880	977	899



WESTFIELD POLICE DEPARTMENT

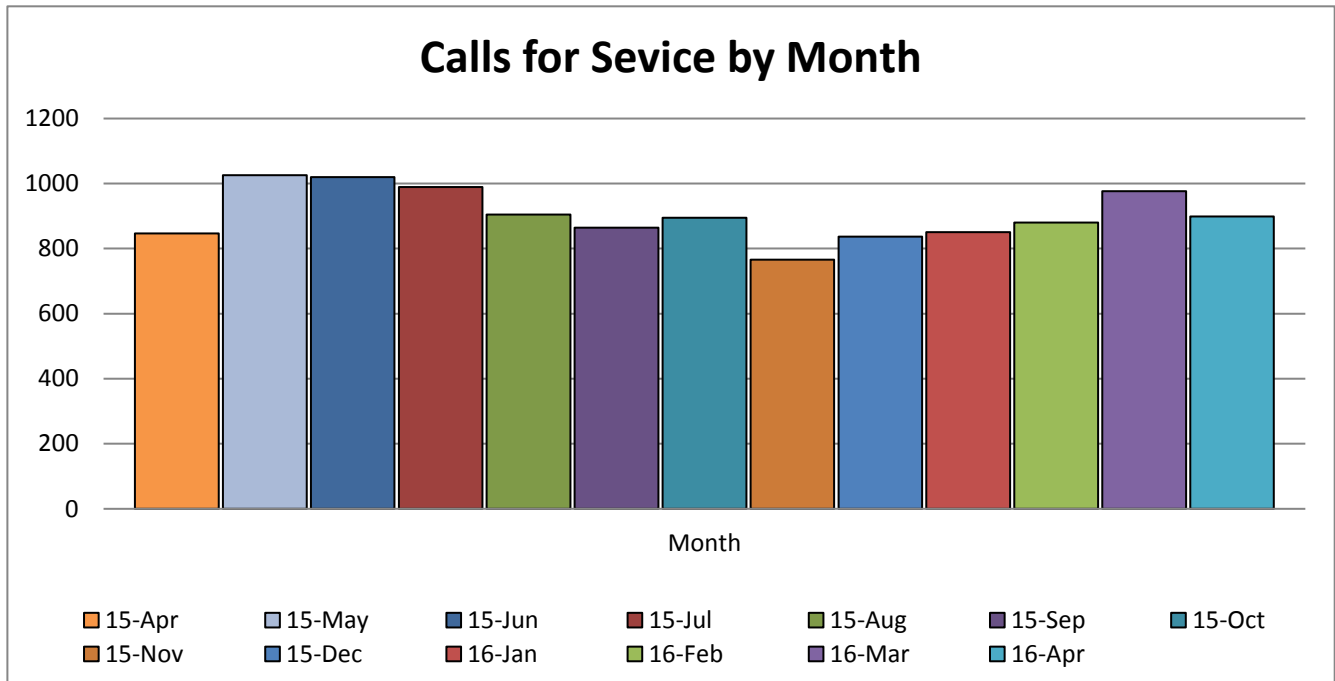
April 2016

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

HOURL	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr
0	20	28	20	22	29	19	19	30	25	22	20	26	19
1	21	18	20	21	19	16	14	10	17	14	10	11	11
2	13	17	17	14	13	9	12	9	12	17	9	12	7
3	7	12	15	8	13	6	10	9	15	15	10	10	8
4	8	13	14	10	9	7	12	13	12	10	9	10	9
5	15	14	16	10	10	6	8	6	13	13	8	8	12
6	7	14	9	15	14	15	16	8	18	19	15	13	5
7	23	42	24	11	30	25	28	25	28	30	20	31	34
8	41	38	35	29	36	37	33	25	32	44	39	46	38
9	39	51	50	27	51	41	41	31	41	43	34	47	49
10	38	58	54	48	43	53	40	35	49	50	49	45	49
11	46	55	55	56	57	62	48	41	49	49	49	59	45
12	43	48	58	71	52	52	53	48	57	33	46	46	42
13	48	68	63	80	54	57	51	56	37	48	52	62	64
14	52	62	48	57	43	51	65	44	48	58	69	57	47
15	46	61	60	52	57	71	66	62	56	68	71	69	72
16	65	60	69	64	56	56	69	43	56	51	60	60	56
17	62	70	66	64	62	48	56	50	53	47	69	85	72
18	51	56	69	69	60	60	56	60	48	54	60	81	54
19	52	54	50	61	53	39	52	41	50	38	51	49	47
20	43	60	77	47	37	37	44	29	32	38	39	48	52
21	53	47	62	64	47	44	32	38	38	32	32	36	41
22	28	45	39	53	37	27	40	23	33	29	34	40	37
23	26	35	30	36	23	26	30	30	18	29	25	26	29
TOTAL	847	1026	1020	989	905	864	895	766	837	851	880	977	899

WESTFIELD POLICE DEPARTMENT

April 2016



WESTFIELD POLICE DEPARTMENT

April 2016

UCR OFFENSES

OFFENSE	15-Apr	15-Mar	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr
Arson	0	0	0	0	1	0	0	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	0	0	0	0	0	0
Robbery	0	0	0	0	1	0	0	0	0	0	0	0	0
Battery - Aggravated	2	3	1	3	2	6	0	1	5	1	4	3	0
Battery - Simple	3	18	11	11	20	13	14	14	19	14	10	15	11
Burglary	1	6	1	2	5	3	3	3	2	4	2	1	1
Theft	38	29	31	39	24	42	24	25	29	27	19	30	32
Motor Vehicle Theft	0	1	2	1	2	1	2	2	1	2	0	0	2
TOTAL	44	58	47	56	55	65	43	45	56	48	35	49	46

WESTFIELD POLICE DEPARTMENT

April 2016

NON UCR OFFENSES (PART II)

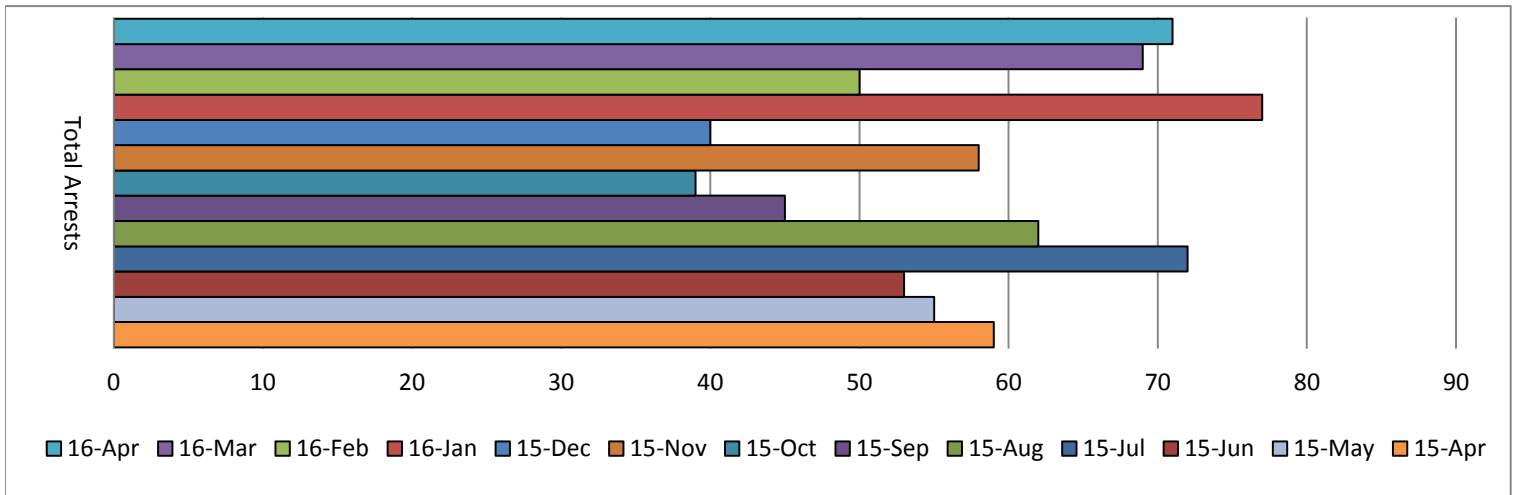
ANIMALS/ INCLUDING DOG BITES	6
ASSIST OTHER AGENCY	8
CHILD ABUSE / NEGLECT REPORTED	14
CHILD CUSTODY DISPUTE	0
CIVIL DISPUTE	4
CRIMINAL MISCHIEF/VANDALISM	7
DAMAGED PROPERTY	6
DEATHS OTHER THAN HOMICIDE/SUICIDE	2
DISTURBANCE/ARGUMENTS/FIGHTS	16
DOORS / WINDOWS UNLOCKED OR OPEN	0
DRIVING WHILE SUSPENDED	11
DRUG ABUSE VIOLATIONS	13
FIRES / UNDETERMINED	1
FRAUD	14
HARASSMENT	10
IDENTITY THEFT	0
JUVENILE COMPLAINT	5

LEAVING THE SCENE	8
LIQUOR LAW VIOLATIONS	2
MISSING PERSON / LOST	3
NON-MOVING TRAFFIC VIOLATIONS	13
OPERATING WHILE INTOXICATED	13
PROPERTY FOUND	9
PROPERTY LOST	8
RECKLESS DRIVING	0
RUNAWAY	1
SUICIDE/ATTEMPTS/THREATS OF	3
SUSPICIOUS INCIDENT/PERSON	11
THREATS/INTIMIDATION	0
TRAFFIC VIOLATIONS	0
TRESPASSING	4
WARRANT ARREST	2
WEAPON VIOLATION	0
WELFARE CHECK	6

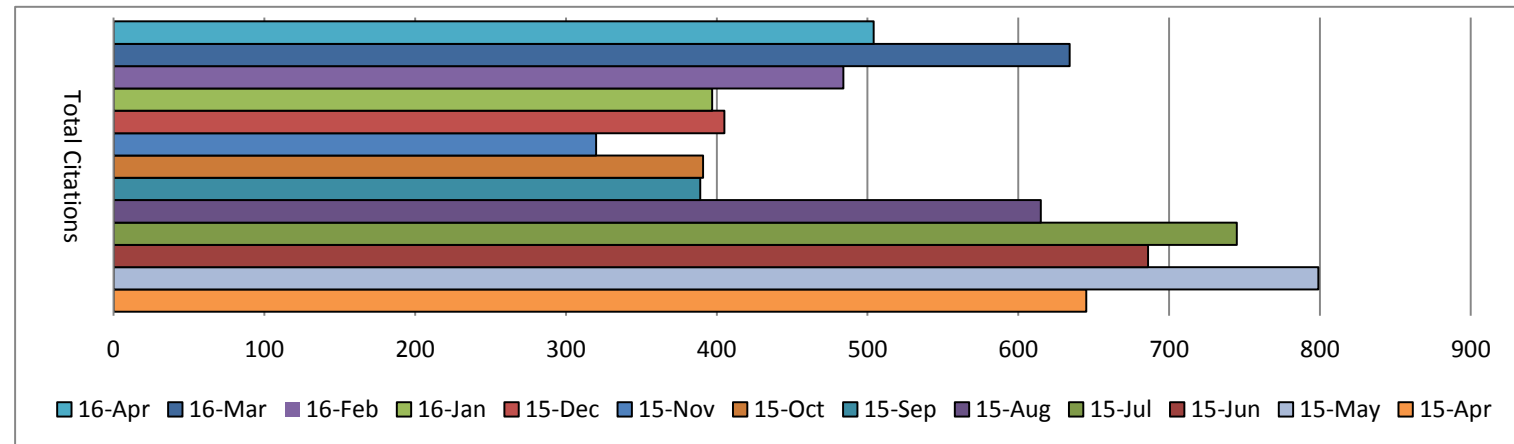
WESTFIELD POLICE DEPARTMENT

April 2016

Arrest Reports Taken	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr
Alcohol/ Drug Related	14	23	24	36	24	20	21	18	13	36	21	22	29
Felony Charges	15	45	11	17	12	11	5	8	7	15	14	23	8
Misdemeanor Charges	65	67	73	96	66	50	53	65	52	73	66	81	102
Traffic Arrest Charges	42	10	46	49	37	39	20	33	33	39	40	40	54
Total Arrests	59	55	53	72	62	45	39	58	40	77	50	69	71



Traffic	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr
Total Citations	645	799	686	745	615	389	391	320	405	397	484	634	504
Total Written Warnings	883	958	773	835	793	693	706	820	927	994	890	1232	1094
Total Traffic Accidents	41	52	56	58	55	54	49	54	52	66	56	46	45
<i>Hit and Run</i>	2	4	5	6	4	6	3	5	3	9	5	4	6
<i>Personal Injury</i>	7	6	10	10	9	13	6	4	14	6	7	7	8
<i>*Fatality</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Property Damage</i>	32	42	41	42	42	35	40	45	35	51	44	35	31

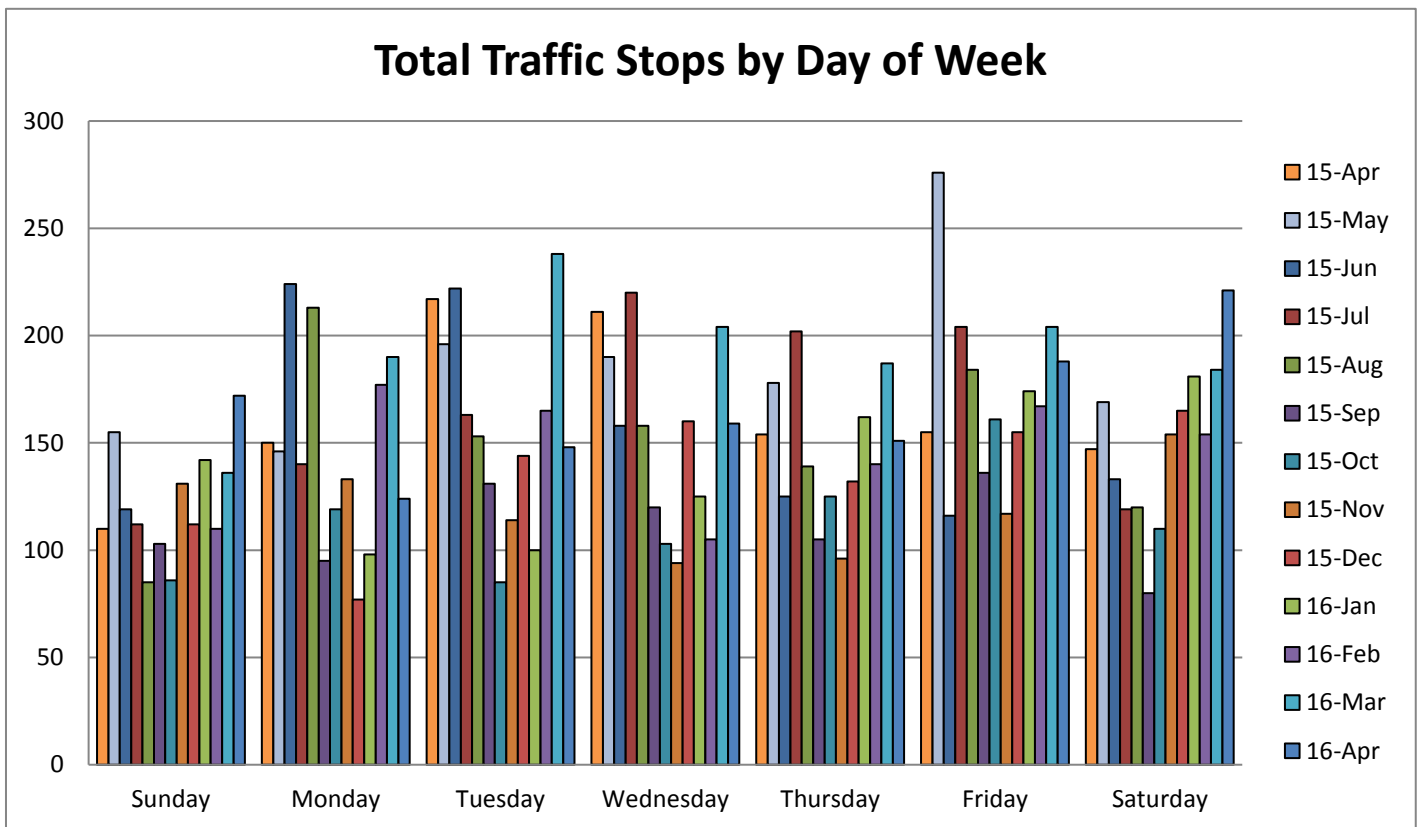


WESTFIELD POLICE DEPARTMENT

March 2016

Traffic Stops: SELF INITIATED by Day of Week

Day:	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr
Sunday	110	155	119	112	85	103	86	131	112	142	110	136	172
Monday	150	146	224	140	213	95	119	133	77	98	177	190	124
Tuesday	217	196	222	163	153	131	85	114	144	100	165	238	148
Wednesday	211	190	158	220	158	120	103	94	160	125	105	204	159
Thursday	154	178	125	202	139	105	125	96	132	162	140	187	151
Friday	155	276	116	204	184	136	161	117	155	174	167	204	188
Saturday	147	169	133	119	120	80	110	154	165	181	154	184	221
TOTAL	1144	1310	1097	1160	1052	770	789	839	945	982	1018	1343	1163



WESTFIELD POLICE DEPARTMENT

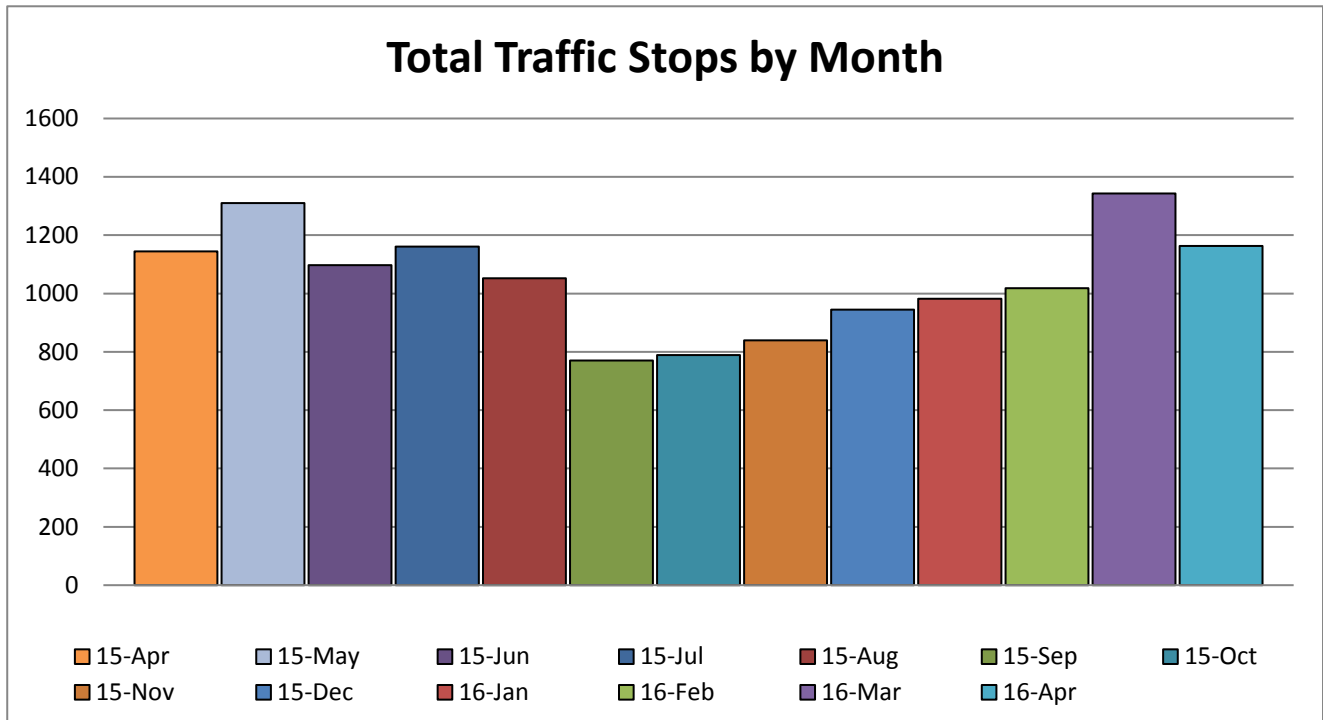
April 2016

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr
0	35	51	27	71	46	37	36	32	35	39	31	61	37
1	24	42	32	39	31	24	19	16	23	19	22	35	25
2	12	20	16	18	21	18	17	9	9	20	11	15	20
3	12	6	12	8	13	14	3	5	6	11	8	15	12
4	8	9	10	3	7	1	3	0	9	9	11	28	11
5	14	5	8	2	3	8	14	12	9	3	4	9	10
6	15	36	44	36	26	18	10	25	12	22	29	28	22
7	80	109	102	82	87	79	58	58	50	55	57	83	86
8	74	96	59	89	76	50	47	92	75	50	58	93	59
9	111	72	75	74	41	23	40	40	33	33	59	77	70
10	92	82	104	114	80	34	63	64	78	53	78	86	93
11	53	65	48	50	35	19	26	30	50	34	54	57	54
12	55	67	59	57	47	41	34	35	30	27	38	43	33
13	83	76	99	78	80	40	49	44	46	55	57	59	84
14	73	83	66	69	78	55	46	30	55	52	55	81	101
15	62	93	30	38	57	50	27	31	54	46	43	63	54
16	38	57	42	33	36	26	21	39	46	28	38	51	39
17	31	27	33	26	24	24	30	30	42	40	54	53	49
18	38	59	44	44	61	27	79	74	89	118	88	112	86
19	58	60	42	38	43	33	52	59	58	107	63	97	60
20	31	34	14	13	18	18	13	12	15	14	19	18	19
21	41	45	28	51	39	33	29	23	30	25	41	33	45
22	52	62	50	61	48	54	40	42	41	65	55	58	53
23	52	54	53	67	55	44	33	37	50	57	45	88	41
TOTAL	1144	1310	1097	1161	1052	770	789	839	945	982	1018	1343	1163

WESTFIELD POLICE DEPARTMENT

April 2016



**Westfield Police Department
Community Events
April 2016**

4/6/16 Rainbow Child Care Career Day – Days A

4/12/16 Brownie Troop Police Department Tour – Nights A

4/14/16 Breakfast with Kids – Officer Wheeler

4/1/16 City Connection – Chief Rush

**Westfield Police Department
Monthly Training Summary
April 2016**

4/4-8/16 How to Be an Effective Field Training Officer – Officers Mitchell, Larrison, Abney and Hopkins

4/4-8/16 PSLI Module 2 – Officers Nichols and Ford

4/9/16 Monthly K9

4/12-14/16 Basic Criminal Investigations for Street Patrol and New Criminal Investigators – Det. Howard

4/12/16 High in Plain Sight: Drug Trends and Identification – Sgt. Adams

4/18-22/16 Drug Investigation Conference – Investigations Capt. Lowes

4/18-21/16 Departmental Firearms Qualifications/Less Lethal

4/25-28/16 National Citizens Police Academy Conference – Lt. Seagrave

4/26/16 Pipeline Safety – Officer Nichols

PROFESSIONAL SERVICES AGREEMENT FOR
STREAM MITIGATION CONSTRUCTION SERVICES

This Professional Services Agreement for Stream Mitigation Construction Services (“Agreement”) is entered into as of the ____ day of _____, 2016, by the City of Westfield, Indiana (“City of Westfield”) and Cardno, Inc. (“Cardno”) for professional environmental consulting and other services related to the construction and monitoring of stream mitigation on certain real property located in Hamilton County, Indiana.

RECITALS

A. CITY OF WESTFIELD is completing a transportation improvement project in Hamilton County, Indiana referred to by CITY OF WESTFIELD as “Westfield Boulevard Extension Project,” a site plan of which is attached hereto as Exhibit A (the “CITY OF WESTFIELD Site”).

B. Pursuant to a delineation performed by Cardno, approximately 280 linear feet of streams (the “Streams”) were to be impacted by the proposed development of the CITY OF WESTFIELD Site.

C. Cardno, on behalf of CITY OF WESTFIELD, submitted applications to the Indiana Department of Environmental Management (“IDEM”) for a Clean Water Act (CWA) Section 401 water quality certification and the Army Corps of Engineers (“COE”) for a CWA Section 404 permit to discharge fill into the Streams as part of the proposed development of the CITY OF WESTFIELD Site (together, the “Permits”).

D. On behalf of CITY OF WESTFIELD, Cardno submitted a Mitigation Plan (the “Plan”), attached hereto as Exhibit B, to IDEM and the COE. Pursuant to the Plan, CITY OF WESTFIELD will create on a certain parcel of land that is depicted in the survey and drawing attached hereto as Exhibit D and is located in the same eight digit watershed as the CITY OF WESTFIELD Site (the “Mitigation Parcel”), 280 linear feet of stream mitigation or enhancement within a 0.9 acre mitigation area, as mitigation for the impacts to the Streams on the CITY OF WESTFIELD Site. The required wetland mitigation described in the Plan is not a part of this Agreement.

E. Approval of the Plan was received from the COE by issuance of permit dated February 29, 2016 and from IDEM on December 31st 2015. Copies of the Permits are attached hereto as Exhibit C.

F. The Mitigation Parcel is part of a larger parcel (Cool Creek Park) that is owned by Hamilton County Parks and Recreation Department (the “Mitigation Parcel Owner”).

G. April 29, 2016, Cardno entered into a written Agreement with Mitigation Parcel Owner (the “Mitigation Parcel Agreement”), in which Mitigation Parcel Owner agreed to

encumber the Mitigation Parcel with a perpetual conservation easement (the “Conservation Easement”). A copy of the Mitigation Parcel Agreement is attached hereto as Exhibit E and a copy of the agreed upon form of Conservation Easement is attached hereto as Exhibit F.

H. Subject to and in accordance with the terms of this Agreement, Cardno proposes to construct stream mitigation consisting of 280 linear feet of stream enhancement on the Mitigation Parcel and thereafter monitor the Mitigation Parcel in accordance with the Scope of Work described in the Plan and specifications approved by IDEM and the COE and as described in Section 1 of this Agreement, to ensure that CITY OF WESTFIELD is in compliance with the Plan and the Permits, (collectively the “Mitigation Project”).

AGREEMENT

In consideration of the mutual rights and obligations of the parties under this Agreement and the payments to be made under it the receipt and sufficiency of which consideration are acknowledged by the parties, the parties agree as follows:

1. ***CONSTRUCTION AND MONITORING OF STREAM MITIGATION.*** Cardno shall perform activities on the Mitigation Parcel necessary to implement the Mitigation Project in accordance with the Plan, the Permits, Laws (defined below) and the terms of this Agreement (collectively, the “Scope of Work”), including but not limited to:

1.1 Providing necessary site investigations, surveys, title insurance, legal descriptions, layouts and other materials.

1.2 Providing site preparation, fencing installation and planting work including herbicide application, grading, trenching, and planting activities necessary to construct the stream and the buffer area contemplated by the Mitigation Project.

1.3 Providing periodic written or oral progress reports detailing the work accomplished and projected schedule to complete the work required under this Agreement.

1.4 Preparing and providing reports, including an as-built report, to IDEM and/or the COE, as necessary, regarding the status of stream and buffer area construction and/or monitoring.

1.5 Preparing a formal request for release from maintenance and monitoring after successful completion of the Mitigation Project in accordance with regulatory permits.

1.6 Providing annual post-construction maintenance and stream and buffer area mitigation compliance monitoring, and taking corrective measures necessary to ensure that the stream and buffer area on the Mitigation Parcel meet the requirements of the Plan and the Permits. Corrective measures shall include supplemental plantings as necessary. Annual maintenance and monitoring shall be performed until the Mitigation Project is deemed successful and a formal release from monitoring is granted, or six months after release from monitoring is requested from the Regulatory Agencies in the absence of response from said Regulatory Agencies.

1.7 Causing the Conservation Easement to be executed and delivered by the Mitigation Parcel Owner and recorded against the Mitigation Parcel and causing the holders of any mortgages, easements or other liens of record against the Mitigation Parcel whose rights in the Mitigation Parcel would be superior to the rights granted under the Conservation Easement to consent to and subordinate their respective interests in the Mitigation Parcel to the rights granted by the Conservation Easements. Cardno represents and warrants that, as of the date of this Agreement, Cardno has, in its possession, a draft, unrecorded Conservation Easement that otherwise satisfies the requirements of this Section 1.6. Cardno will cause that draft to be become a fully executed original Conservation Easement to be recorded against the Mitigation Parcel within thirty (30) days after the COE gives notice to record. Cardno will provide CITY OF WESTFIELD with a copy of that recorded Conservation Easement for CITY OF WESTFIELD' records.

2. **COMPLETION OF SCOPE OF WORK.** Cardno will be deemed to have satisfied its obligations under this Agreement to perform the Scope of Work at such time as Cardno has obtained a permanent and unconditional release from IDEM and the COE of monitoring and other duties and obligations under the Plan and the Permits (the "Final Plan Release") and has delivered true, correct and complete copies of the Final Plan Release to CITY OF WESTFIELD ("Project Completion"). Cardno shall give CITY OF WESTFIELD notice (as defined in Section 9.1) and a true, correct and complete copy of the Final Plan Release within 10 days after it is received by Cardno.

3. **PERFORMANCE UNDER CONSERVATION EASEMENT.**

3.1 Cardno, as Grantee of the Conservation Easement, represents, covenants and warrants that it will timely perform all of its duties and obligations under the Conservation Easement and will not violate the terms of the Conservation Easement.

3.2 Cardno represents, covenants and warrants that if Cardno, CITY OF WESTFIELD, IDEM, COE or any governmental authority with jurisdiction over the Mitigation Parcel determines that Mitigation Parcel Owner or any other person or entity, is in material violation of the terms of the Conservation Easement, then Cardno shall take any and all legal actions necessary to enforce the terms of the Conservation Easement. As used in this Section, the term "material violation" will include, without limitation, any violation of the terms of the Conservation Easement that could result in a violation of the terms and conditions of the Permits or the Plan or is otherwise in violation of Laws.

3.3 Notwithstanding anything in the Conservation Easement to the contrary, Cardno hereby assigns to CITY OF WESTFIELD, on a non-exclusive basis, all of Cardno's rights under the Conservation Easement, including without limitation the right to perform monitoring, corrective measures and other activities necessary to implement the Mitigation Project (collectively, the "Easement Rights"). CITY OF WESTFIELD will have no duty or obligation to perform any of the Easement Rights unless CITY OF WESTFIELD, in CITY OF WESTFIELD' sole and absolute discretion, elects to do so; provided, however, that if CITY OF WESTFIELD does exercise any of the Easement Rights hereunder and such exercise of the

Easement Rights is not in accordance with the terms of Section 7 hereof, then Cardno will not be liable for any loss or damage caused by CITY OF WESTFIELD or its employees, consultants, subcontractors, agents or representatives, that results from such exercise.

3.4 Notwithstanding anything in the Conservation Easement to the contrary, until such time as Project Completion has occurred, (a) Cardno will not, (i) assign, transfer or otherwise convey any of its rights or delegate any of its duties or obligations under the Conservation Easement to Hamilton County Parks and Recreation or any other entity or individual, or (ii) agree to or permit any modification or amendment of the Conservation Easement or grant any consent or approval thereunder without CITY OF WESTFIELD' prior written consent, and (b) Cardno will promptly provide CITY OF WESTFIELD with copies of any notices received under the Conservation Easement.

4. **PAYMENT FOR MITIGATION COSTS.** In consideration for Cardno's performance, and covenant and agreement to perform in the future, of all of Cardno's duties and obligations under this Agreement, CITY OF WESTFIELD agrees to pay Cardno the total amount of \$165,500.00 (the "Mitigation Cost") in three lump sum payments as follows; one-third of the total amount to be paid within thirty (30) days after the receipt by both Cardno and CITY OF WESTFIELD of a fully executed counterpart of this Agreement; one-third of the total amount to be paid within thirty (30) days after the Mitigation Project construction is complete and; one-third of the total amount to be paid after the first year of annual monitoring and maintenance is completed. The Mitigation Cost will be the only payment required of CITY OF WESTFIELD to Cardno under this Agreement in connection with Cardno's performance of its duties and obligations hereunder.

5. **STANDARD OF CARE.** Cardno agrees that its services in the Scope of Work shall be performed in accordance with Laws, in a good and workmanlike manner, consistent with the level of professionalism, care and skill exercised by professional consultants and contractors in the Indianapolis, Indiana area under similar circumstances and time periods. CITY OF WESTFIELD and Cardno acknowledge and agree that Cardno shall be an independent contractor and shall have sole responsibility for and control over the means of providing services, including responsibility for acts of any employees, consultants, subcontractors, agents or representatives of Cardno. Cardno shall have the right to use qualified and insured subcontractors to perform services customarily performed by subcontractors. Cardno shall be solely responsible for the preparation and review of all plans, specifications, drawings and designs required pursuant to this Agreement. Cardno will be solely responsible for the accuracy of all information used in the preparation of such plans, specifications, drawings and designs. To the extent information is supplied by Cardno under this Agreement, Cardno shall be liable for any loss or damage arising from any inaccuracy in such information. Cardno will, after its receipt of the Mitigation Payment, promptly commence performance of its duties and obligations under this Agreement and will diligently pursue the performance of those duties and obligations, in accordance with the requirements of this Agreement, until those duties and obligations have been completed.

6. **INSURANCE.** From the date hereof until the Project Completion, Cardno will satisfy the insurance requirements described on Exhibit G, attached hereto and made a part hereof.

7. EVENT OF DEFAULT/REMEDIES.

7.1 For the purposes of this Agreement, the term “Event of Default” shall mean the failure to timely observe or comply with any provision or covenant in this Agreement, and such default is not cured to the reasonable satisfaction of the non-defaulting party within 30 days of the date Notice of such default is given. Due to the seasonality of mitigation implementation, in the event that such failure cannot reasonably be cured within the aforementioned 30 day period, then that 30 day period will be extended for a commercially reasonable period of time as long as (a) a written response is delivered by the defaulting party within that 30 day period, which response describes a plan of action to cure such failure and includes a schedule for implementation thereof, (b) that plan (and the schedule for implementation thereof) is reasonably acceptable to the non-defaulting party, and (c) the defaulting party diligently pursues the cure of such failure in accordance with the terms of the agreed upon plan. Notwithstanding anything in this Section 7 to the contrary, in no event will any cure period described above exceed the period of time permitted by applicable governmental authorities.

7.2 If an Event of Default occurs, the party not in default may seek the following remedies, which shall be cumulative and are not mutually exclusive:

7.2.1 All legal and equitable remedies available;

7.2.2 The reasonable attorneys’ fees, expenses and costs incurred in connection with an Event of Default; and

7.2.3 In the event of a default by Cardno, the right to enter upon the Mitigation Parcel to cure such default, at Cardno’s sole cost and expense.

7.3 The parties agree that it may be impossible to measure in money the damages which will accrue to a party by reason of a failure to perform any of the obligations under this Agreement. Therefore, if a party institutes any action or proceeding against the other party to specifically enforce the provisions of this agreement, the party against whom such action or proceeding is brought shall be deemed to waive the claim or defense that such party has an adequate remedy at law.

7.4 The failure to enforce a breach of this Agreement shall not be construed as a waiver of the right to enforce such breach at a later time or to enforce any other breach.

7.5 Notwithstanding anything in this Agreement to the contrary, as long as CITY OF WESTFIELD has paid the Mitigation Cost to Cardno, Cardno will have no right, under any circumstances, to terminate this Agreement for any reason.

8. **INDEMNIFICATION.** Cardno agrees to indemnify, defend and hold harmless CITY OF WESTFIELD and all of its officers, directors, mortgage lenders at the Mitigation Parcel, representatives, agents, employees, successors and assigns against any and all claims,

losses, penalties, forfeitures, expenses, amounts paid in settlement, judgments, (including reasonable litigation costs and attorneys' costs and fees) (collectively, "Losses"), which result from (i) any act or omission constituting negligence, willful misconduct or breach of fiduciary duty by any manager, agent, representative, subcontractor or employee of Cardno in connection with Cardno's performance under this Agreement, or (ii) any violation of the terms of the Permits, the Laws or the Conservation Easement caused by or arising out of any act or omission by Cardno or any manager, agent, representative, subcontractor or employee of Cardno, or (iii) any claims for personal injury, death property damage or mechanics' or materialmens' liens arising out of any act or omission by Cardno or any manager, agent, representative, subcontractor or employee of Cardno pursuant to this Agreement. Cardno's obligations under this Paragraph 8 specifically exclude Losses caused by the negligence or willful misconduct of CITY OF WESTFIELD or any of CITY OF WESTFIELD' officers, directors, representatives, agents and employees.

Cardno's indemnification obligations in this Agreement are not limited by any limitation on the amount or type of damages, compensation or benefits payable by or for a subcontractor or subcontractors under (a) worker's compensation acts, (b) disability benefit acts, (c) other employees benefits acts, or (d) insurance required to be carried by Cardno or any of its contractors, subcontractors, agents, representatives or assigns. Cardno expressly waives the benefits of any liability cap recognized by the State of Indiana. Cardno's failure to procure specific contractual liability and other types of insurance for the benefit of CITY OF WESTFIELD, as required under this Agreement will not render the foregoing indemnification provisions unenforceable under Laws.

CITY OF WESTFIELD agrees to indemnify, defend and hold harmless Cardno and all of its officers, directors and employees, representatives and agents against any and all Losses which result from any act or omission constituting negligence, willful misconduct or breach of fiduciary duty by any manager, agent, representative, subcontractor or employee of CITY OF WESTFIELD in connection with CITY OF WESTFIELD's performance under this Agreement unless such Losses are covered by insurance, in which event Cardno shall be indemnified only to the extent of any uninsured Losses. CITY OF WESTFIELD' obligations under this Paragraph 8 specifically exclude Losses caused by the negligence or willful misconduct of Cardno or any of Cardno's officers, directors, representatives, agents and employees.

9. NOTICES.

9.1 Any notice, designation, consent, approval, offer, acceptance, statement, request, or other communication required or allowed under this Agreement (each, as "Notice") shall be in writing. Any action required under this Agreement that is a term within the definition of "Notice" also shall be in writing.

9.2 Notice to a party shall be given at the Party's address stated below or at such other address as a party may designate in a Notice to the other party:

If to CITY OF WESTFIELD:

Attn: Jeremy Lollar, Director
City of Westfield
2706 E. 171st Street
Westfield, IN 46074

with a copy to:

Phil Sundling, Engineer
City of Westfield
2706 E. 171st Street
Westfield, IN 46074

If to Cardno:

Mr. Sean Clauson, Regional Manager
Cardno, Inc.
3901 Industrial Blvd.
Indianapolis, Indiana 46254

9.3 Notice shall be deemed given when:

9.3.1 Personal service of the Notice is made on the party to be notified (but the party need not be at the address designated under Section 9.2):

9.3.2 The Notice is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid: or

9.3.3 The Notice is sent to the party to be notified by express courier such as “Federal Express”, “United Parcel Service”, or such other similar carrier guaranteeing next day delivery.

9.3.4 Refusal by a party to accept a Notice shall not affect the giving of the Notice.

10. ***AUTHORITY TO SIGN.*** Each person signing this Agreement in a representative capacity on behalf of a party warrants and represents to each other party that:

10.1 The person executing this Agreement has the actual authority and power to so sign, and to bind the person’s respective principal to the provisions of the Agreement; and

10.2 All corporate or other entity action necessary for the making of this Agreement has been duly taken.

11. **MISCELLANEOUS.**

11.1 Binding Agreement. This Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, heirs, successors, and, subject to the limitations specifically described herein, assigns.

11.2 Invalid Provision/Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it; and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

11.3 Assignment. This Agreement shall not be assignable by Cardno without the written consent of CITY OF WESTFIELD, which consent may be withheld by CITY OF WESTFIELD in CITY OF WESTFIELD' sole discretion. Any such attempted assignment by Cardno without first obtaining CITY OF WESTFIELD' consent shall be null and void, and of no force or effect. Notwithstanding the forgoing, in the event Cardno merges into or is acquired by another entity, this Agreement shall be assigned to the successor entity subject in each instance to the satisfaction of each of the following conditions: (a) the assignee has a tangible net worth equal to or greater than the tangible net worth of Cardno as of the date of this Agreement, as evidenced by financial statements reasonably acceptable to CITY OF WESTFIELD and provided to CITY OF WESTFIELD at least ten (10) business days prior to the date of the proposed transfer; (b) the assignee can legally perform the duties and obligations of Cardno under this Agreement in the State of Indiana, and (c) within five (5) business days after the effective date of the assignment. CITY OF WESTFIELD receives a written instrument reasonably acceptable to CITY OF WESTFIELD whereby the assignee assumes Cardno's duties and obligations under this Agreement.

Cardno acknowledges and agrees that (a) this Agreement, and the rights hereunder, will be freely assignable by CITY OF WESTFIELD, (b) CITY OF WESTFIELD may collaterally assign its rights under this Agreement to providers of financing secured by liens on the CITY OF WESTFIELD Site, (c) CITY OF WESTFIELD may assign its rights under this Agreement to successor owners of the CITY OF WESTFIELD Site, and (d) Cardno will, at CITY OF WESTFIELD' request, execute and deliver such commercially reasonable forms of acknowledgement and consent to such assignments requested by CITY OF WESTFIELD' assignees from time to time.

11.4 Amendments. No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by both CITY OF WESTFIELD and Cardno.

11.5 Gender. Whenever reasonably necessary, pronouns of any gender shall be deemed synonymous, as shall singular and plural pronouns.

11.6 Governing Law. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Indiana.

11.7 Headings. The section headings in this Agreement are included solely for convenience, and shall in no event affect or be used in connection with the interpretation of this Agreement.

11.8 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document. Any party hereto may rely upon a facsimile or electronic copy of an executed counterpart of this Agreement and this Agreement will be enforceable against the party executing such counterpart.

11.9 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof (but not the wetlands mitigation described in the Plan which is the subject of a separate agreement between CITY OF WESTFIELD and Cardno), all prior negotiations and agreements, whether written or oral, having been merged into this Agreement. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings or understandings of the parties, whether oral or written, relating to the Scope of Work and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Should any conflict in contract interpretation exist between this Agreement and the Exhibits attached hereto, the language of the Agreement shall control.

11.10 Time of Essence. Time is of the essence in this Agreement. The parties shall have the right to treat all time deadlines contained in this Agreement as material and to terminate this Agreement or exercise such other remedies as may be provided in this Agreement in the event such time deadlines are not met.

11.11 Computation of Time. In computing a time period prescribed in this Agreement, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period. The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under Indiana law, in which case the period is to be extended to the next day that is not a weekend day or legal holiday.

11.12 Recitals. All recitals set forth at the outset of this Agreement are incorporated by reference in it and are true.

11.13 Review by Counsel. Each party has had the opportunity to have this Agreement reviewed by independent counsel before signing it.

11.14 Survival of Obligations. Anything in this Agreement to the contrary notwithstanding, no revocation, termination or expiration hereof will release Cardno or CITY OF WESTFIELD from any liability or obligation (whether of indemnity or otherwise) which may have accrued prior to or at the time of such revocation, termination or expiration.

11.15 Attorneys' Fees. In the event of any litigation or judicial action in connection with this Agreement or the enforcement hereof, the substantially prevailing party or parties in any such litigation or judicial action will be entitled to recover all reasonable costs and expense of any such judicial action or litigation (including, without limitation, reasonable costs and attorneys' fees) from the other party or parties. Litigation or judicial action in connection with this Agreement shall be limited to proceedings within the courts of Hamilton County, Indiana.

11.16 No Waiver. No waiver by CITY OF WESTFIELD or Cardno of any breach of any term, covenant or condition of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or condition and no covenant, term or condition of this Agreement shall be deemed waived by CITY OF WESTFIELD or Cardno unless waived in writing.

11.17 Written Assurances. Upon a written request from CITY OF WESTFIELD from time to time, Cardno will either (a) execute and deliver a "Written Assurance" (as defined below) to a prospective owner or mortgage lender regarding the Mitigation Parcel, or (b) request a Written Assurance from the Mitigation Parcel Owner under the Conservation Easement. A **"Written Assurance"** is a writing which states that, except as otherwise provided in that Written Assurance: (i) the Conservation Easement has not been amended or modified in any manner not of record with the Hamilton County, Indiana Records; (ii) there are no defaults presently existing under this Agreement or the Conservation Easement by person or entity executing and delivering the Written Assurance; and (iii) to the best knowledge of the person or entity executing and delivering the Written Assurance there are no defaults presently existing under the Conservation Easement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to have been executed and delivered as of the day and year first above written.

CITY OF WESTFIELD

By: _____
Name: _____
Title: _____

CARDNO, INC.

By: _____
Sean J. Clauson, Regional Manager

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2016 personally appeared _____, the _____ of City of Westfield and acknowledged the execution of the foregoing for and on behalf of said company.

My Commission Expires:

(Signature)

(Printed/Typed Name)

County of Residence:

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2016 personally appeared Sean J. Clauson, Regional Manager of Cardno, Inc. and acknowledged the execution of the foregoing for and on behalf of said company.

My Commission Expires:

(Signature)

(Printed/Typed Name)

County of Residence:

Notary Public

EXHIBIT A
CITY OF WESTFIELD SITE PLAN

EXHIBIT B
MITIGATION PLAN

EXHIBIT C
PERMITS

EXHIBIT D
MITIGATION PARCEL

EXHIBIT E
MITIGATION PARCEL AGREEMENT

EXHIBIT F
CONSERVATION EASEMENT

EXHIBIT G
INSURANCE REQUIREMENTS

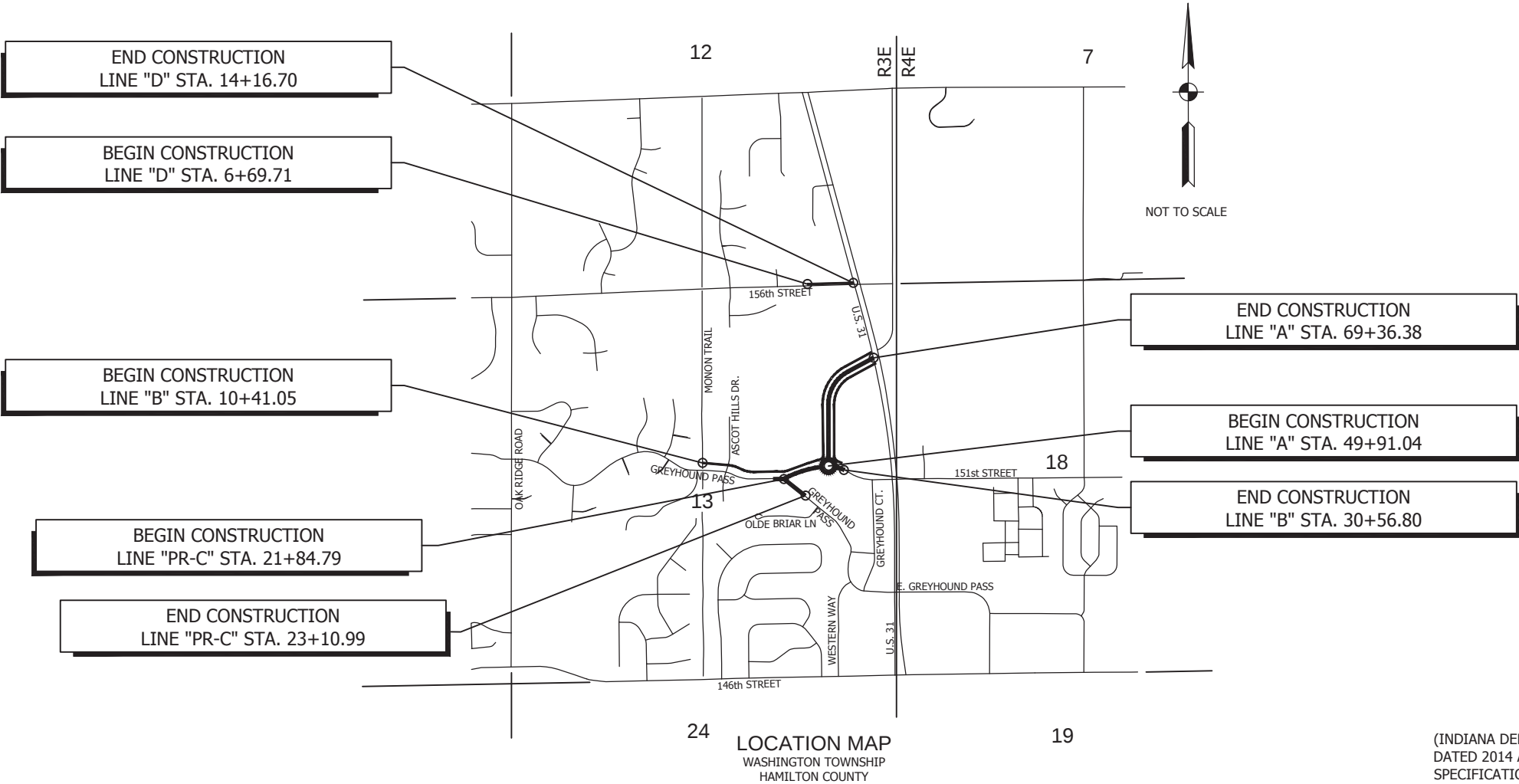
CITY OF WESTFIELD

ROAD PLANS

WESTFIELD BOULEVARD EXTENSION

IN WASHINGTON TOWNSHIP, SECTION 13, TOWNSHIP 18 NORTH, RANGE 3 EAST

LATITUDE: N40°0'28.51"
LONGITUDE: W86°7'50.15"



TRAFFIC DATA			151ST STREET	
A.A.D.T.	2015		4,689	V.P.D.
A.A.D.T.	2035	(PROJECTED)	10,184	V.P.D.
D.H.V.	2015		461	V.P.H.
D.H.V.	2035		1,341	V.P.H.
DIRECTIONAL DISTRIBUTION (EB)			56	%
TRUCKS			9	% A.A.D.T.
			21	% D.H.V.
DESIGN DATA				
DESIGN SPEED			30 MPH	
PROJECT DESIGN CRITERIA			NEW CONSTRUCTION (NON-FREEWAY)	
FUNCTIONAL CLASSIFICATION			MINOR ARTERIAL	
RURAL/URBAN			URBAN	
TERRAIN			LEVEL	
ACCESS CONTROL			NONE	



(INDIANA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS DATED 2014 AND WESTFIELD CONSTRUCTION STANDARDS AND SPECIFICATIONS DATED APRIL 2014 TO BE USED WITH THESE PLANS)

DIRECTORYF:\2012\12-2794 Westfield West Access Road\DESIGN\DRAWINGS\TITLE SHEETS\
FILE2794TT01.dwg
DIMSACLE..1 LTSCALE....1
PLOTTED BY..Bradley Pease
DATE.....Jul 06,2015 - 7:15am

PLANS PREPARED BY:	VS ENGINEERING, INC.	FAX: (317) 293-4737 TEL: (317) 293-3542 PHONE NUMBER		
CERTIFIED BY:				
APPROVED FOR LETTING:	BRAD S. FARIS P.E.	INDIANA REG. NO. 9300175	DATE	
			DATE	
			SHEETS 01 of 98	
			PROJECT	

UTILITIES

COMMUNICATION

AT&T-DISTRIBUTION
MICHAEL HAYNES
PHONE: 317-252-4007
EMAIL: MH2623@ATT.COM

AT&T-TRANSMISSION
LLOYD MaGOWN
PHONE: 903-753-3145
EMAIL: LMAGOWN@ATT.COM

WINDSTREAM KDL
XXXXXXXXX
XXXXXX
EMAIL:XXXXXXXXXXXX

ZAYO BANDWIDTH
JIM KELLAM
PHONE: 317-524-5711
EMAIL: JIM.KELLAM@ZAYO.COM

ELECTRIC

DUKE ENERGY
TIM UмбаUGH
PHONE: 765-349-4012
EMAIL: TIM.UMBAUGH@DUKE-ENERGY.COM

VECTERN
MARTY FREDERICK
PHONE: 317-776-5534
EMAIL: MFREDERICK@VECTREN.COM

GAS

PANHANDLE EASTERN PIPE COMPANY
TROY A. YACKLE
PHONE: 317-733-3213
EMAIL: TROY.YACKLE@ENERGYTRANSFER.COM

JOEL NORTON
PHONE: 317-733-3213
EMAIL: JOEL.NORTON@ENERGYTRANSFER.COM

CITY OF WESTFIELD -
CONNECTS

JOHN ROGERS
PHONE: 317-710-4722
EMAIL: JROGERS@WESTFIELD.IN.GOV

KEITH HAMM
PHONE: 317-710-4722
EMAIL: KHAMM@IFNCOM.NET

CITY OF WESTFIELD-
WATER

BRYAN FORKNER
PHONE: 317-804-3105
EMAIL: BFORKNER@WESTFIELD.IN.GOV

CITY OF WESTFIELD-
SEWER

RANDY HIGGINBOTHAM
PHONE: 317-804-3107
EMAIL: RHIGGINBOTHAM@WESTFIELD.IN.GOV

CITY OF WESTFIELD-
STORM

WES ROOD
PHONE: 317-504-2477
EMAIL: WROOD@WESTFIELD.IN.GOV

GENERAL NOTES

	ALL EARTH SHOULDERS, MEDIAN AREAS AND CUT AND FILL SLOPES SHALL BE PLAIN OR MULCH SEEDED EXCEPT WHERE SODDING IS SPECIFIED.
	THE FINAL CROSS-SECTIONS OF THE GRADING CONTRACT WILL BE THE ORIGINAL CROSS-SECTIONS OF THE PAVING CONTRACT. HOWEVER, PARTIAL OR COMPLETE CROSS-SECTIONS SHALL BE TAKEN IF NECESSARY TO DETERMINE THE ACTUAL EXCAVATION QUANTITIES. PAPER RELOCATION WILL BE CROSS-SECTIONED BY THE ENGINEER BEFORE CONSTRUCTION.
	EXISTING ASPHALT PAVEMENT LOCATED OUTSIDE THE CONSTRUCTION LIMITS, BETWEEN STA. _____ AND STA. _____ SHALL BE REMOVED AS DIRECTED.
	THE QUANTITY OF PEAT EXCAVATION SHOWN ON THE PLANS HAD BEEN ESTIMATED ON THE BASIS OF THEORETICAL CROSS-SECTIONS BY USING TREATMENT OF EXISTING FILLS, TREATMENT BY REMOVAL, OR TREATMENT BY DISPLACEMENT, WHERE EACH TREATMENT APPLIES.
	REPRESENTS GENERAL NOTES REQUIRED

DRAWING INDEX

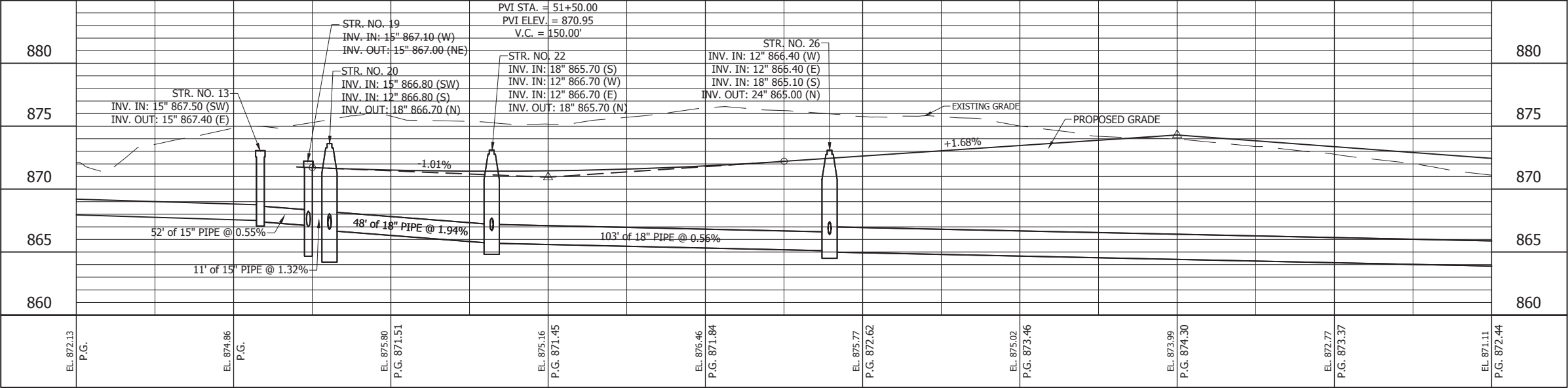
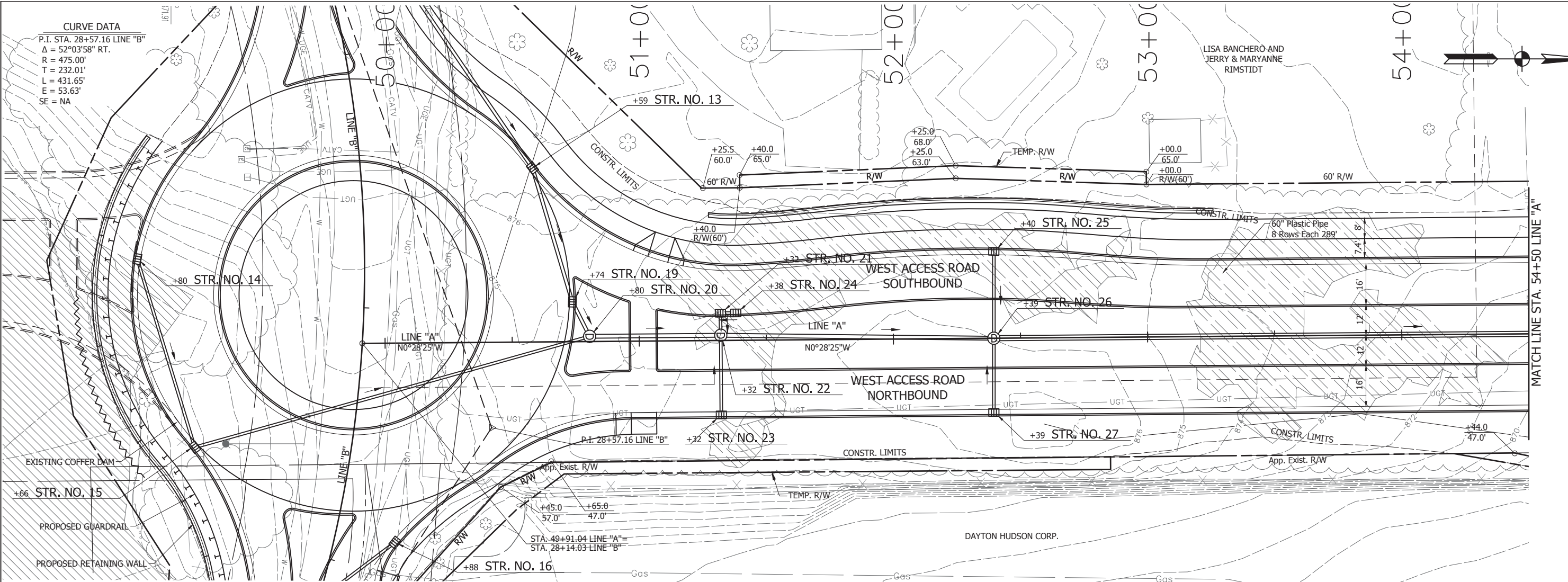
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1	TITLE SHEET
2	INDEX & GENERAL NOTES
3-7	TYPICAL SECTIONS
8-10	MAINTENANCE OF TRAFFIC PLANS
11-20	PLAN AND PROFILES
21	SUPERELEVATION DIAGRAM
22-31	CONSTRUCTION DETAILS
32	SPOT ELEVATION DETAILS
33	ROUNDBOUT GEOMETRIC LAYOUT
34-36	ROUNDBOUT TURNING TEMPLATES
37-46	EROSION CONTROL DETAILS
47-49	RETAINING WALL DETAILS
50-60	PROPOSED LIGHTING
61-62	STRUCTURE DATA TABLES
63	PIPE MATERIAL TABLE
64	APPROACH TABLE
65	EROSION CONTROL TABLE
66-103	CROSS SECTIONS

REVISIONS

[illegible]

	RECOMMENDED FOR APPROVAL _____ DESIGN ENGINEER _____ DATE _____		CITY OF WESTFIELD		HORIZONTAL SCALE N/A		BRIDGE FILE N/A	
					VERTICAL SCALE N/A		DESIGNATION	
	DESIGNED: _____ BSF		DRAWN: _____ KDK		SURVEY BOOK -		SHEETS 02 of 98	
	CHECKED: _____ NRJ		CHECKED: _____ BSF		CONTRACT		PROJECT	
		INDEX AND GENERAL NOTES						

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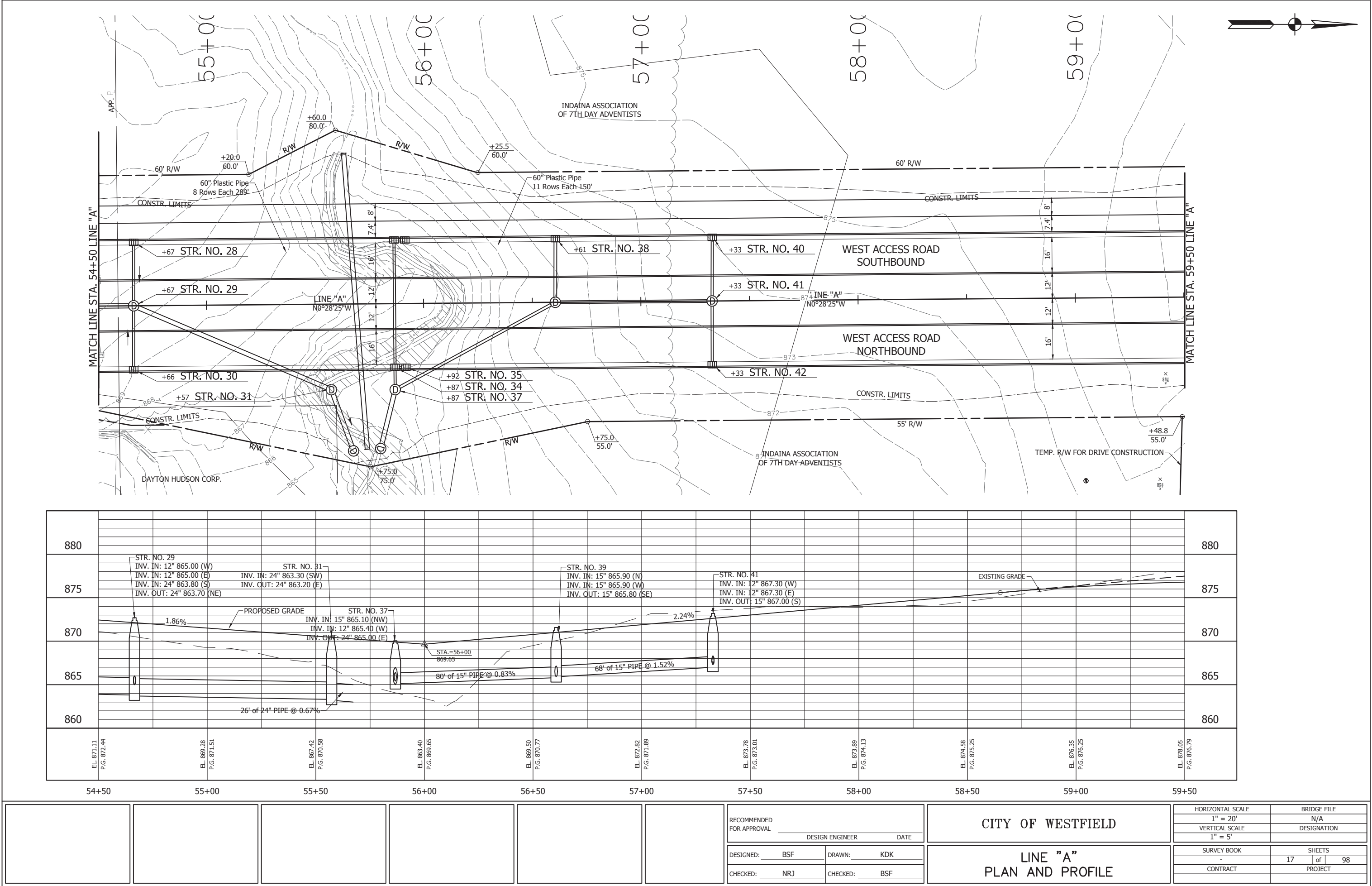


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DESIGNED:	BSF	DRAWN:	KDK		
CHECKED:	NRJ	CHECKED:	BSF		

CITY OF WESTFIELD	
LINE "A" PLAN AND PROFILE	

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE N/A
VERTICAL SCALE 1" = 5'	DESIGNATION
SURVEY BOOK -	SHEETS 16 of 98
CONTRACT	PROJECT

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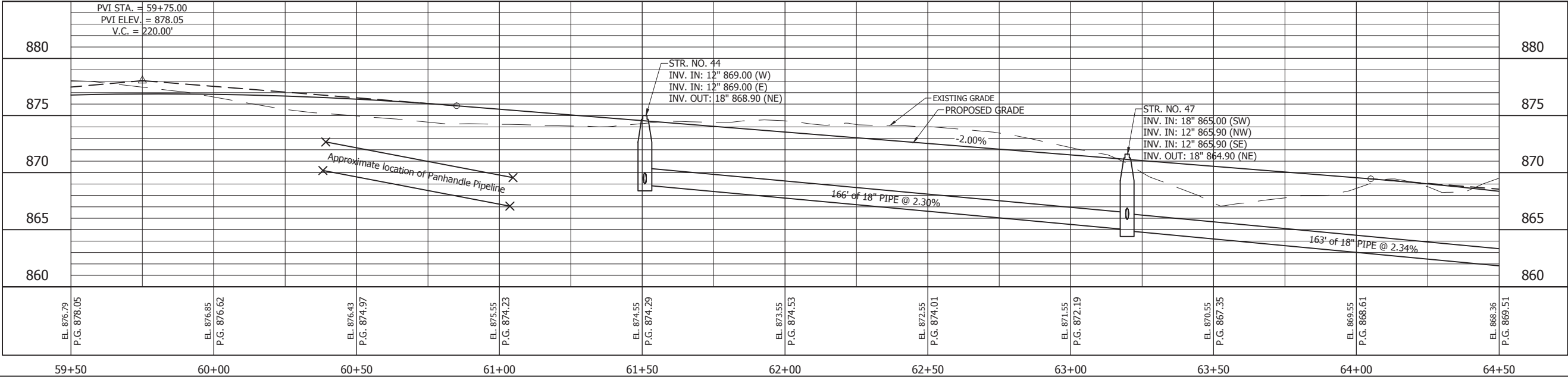
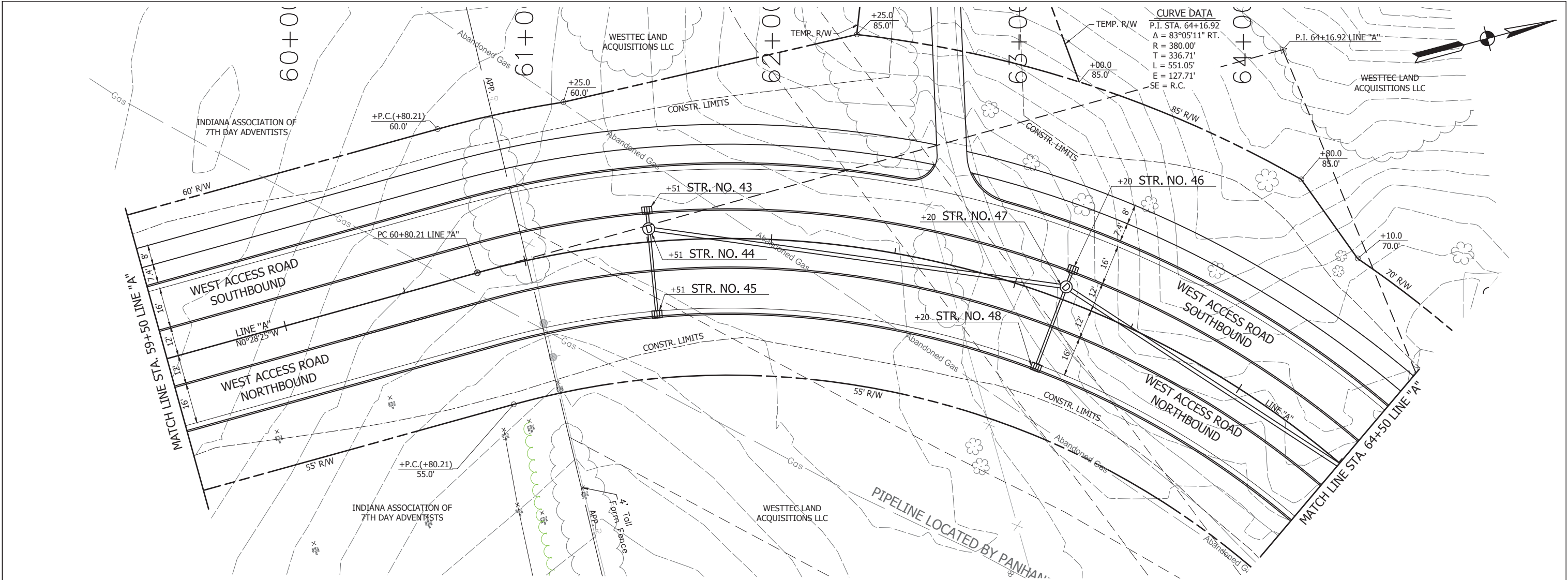


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CHECKED: NRJ	CHECKED: BSF

CITY OF WESTFIELD	
LINE "A"	
PLAN AND PROFILE	

HORIZONTAL SCALE	BRIDGE FILE
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VERTICAL SCALE	DESIGNATION
1" = 5'	
SURVEY BOOK	SHEETS
-	17 of 98
CONTRACT	PROJECT

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DATE:Jul 06, 2015 - 7:22am



RECOMMENDED FOR APPROVAL

DESIGNED: BSF

CHECKED: NRJ

DESIGN ENGINEER

DRAWN: KDK

CHECKED: BSF

DATE

CITY OF WESTFIELD

LINE "A"
PLAN AND PROFILE

HORIZONTAL SCALE
1" = 20'

VERTICAL SCALE
1" = 5'

SURVEY BOOK
-

CONTRACT

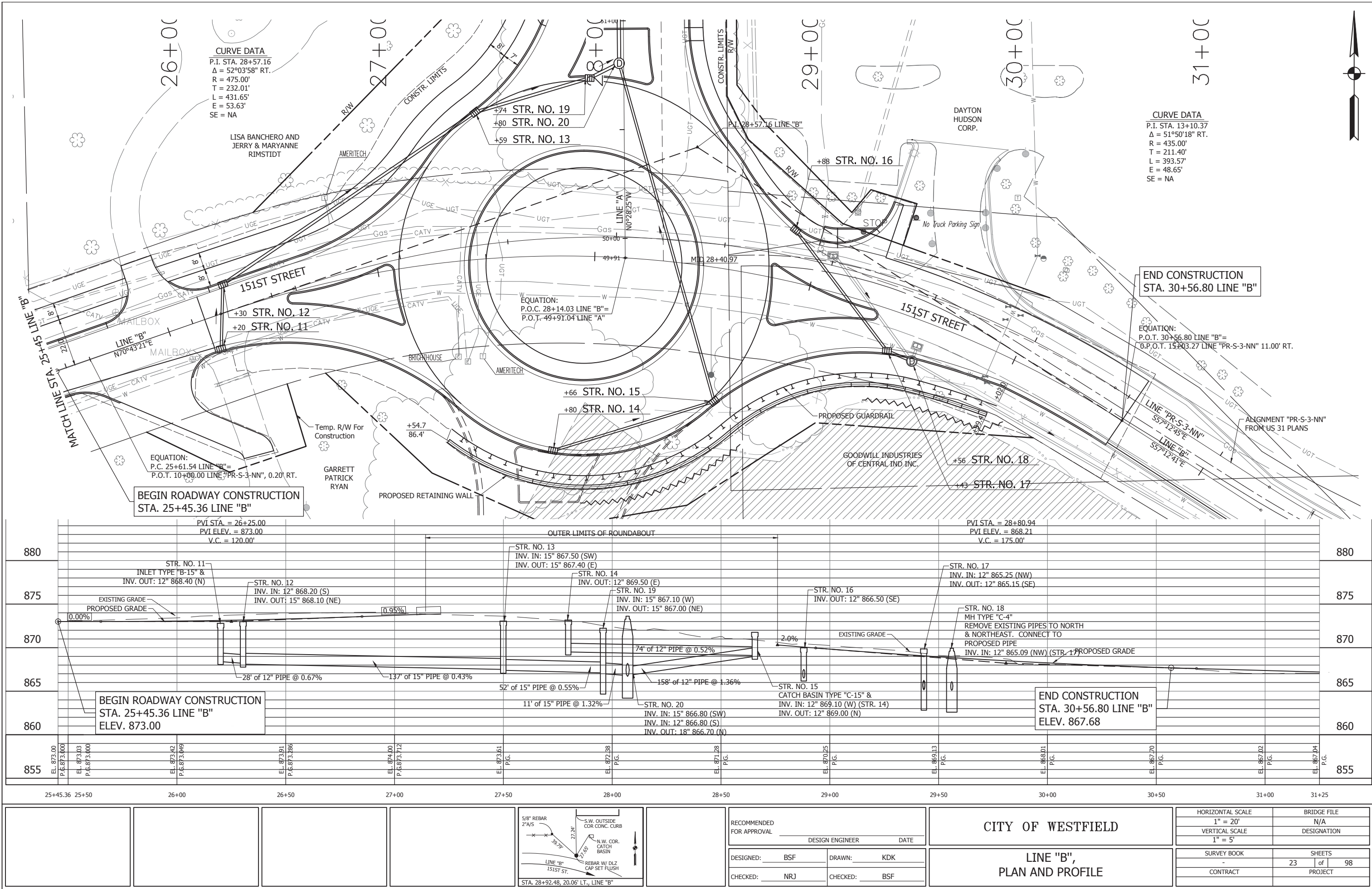
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DESIGNATION

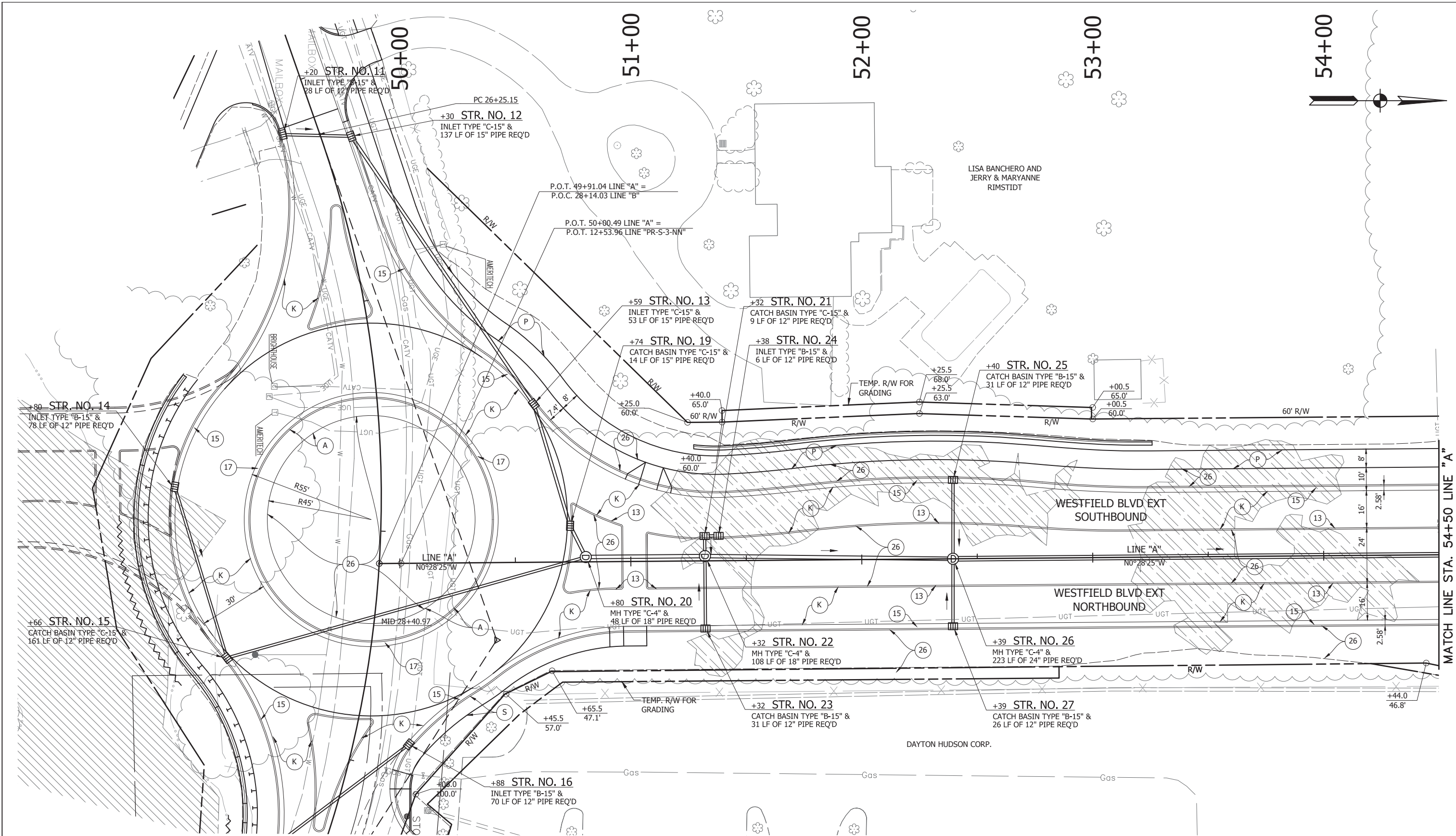
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18 of 98

PROJECT

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DIMS:.....1 LTSCALE:.....20
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DATE:.....Jul 06, 2015 - 7:36am



LEGEND

NOTE:
SEE TYPICAL SECTIONS FOR
DETAILED LEGEND DESCRIPTIONS.

(A) 10" CONCRETE FOR TRUCK APRON	(K) HMA, FULL DEPTH	(W) RETAINING WALL	(16) COMBINED CONCRETE CURB & GUTTER, MODIFIED
(C) PCCP FOR DRIVE APPROACHES	(R) HMA, RESURFACE	(X) CURB RAMP, TYPE "X"	(17) CURB & GUTTER, CONCRETE, ROLLED
(D1) HMA FOR DRIVE APPROACHES	(S) SIDEWALK, 6" CONCRETE	(13) CONCRETE CURB	(22) CONC. CENTER CURB TYPE "D"
	(P) HMA FOR WALK	(15) COMBINED CONCRETE CURB & GUTTER	(26) SEEDING

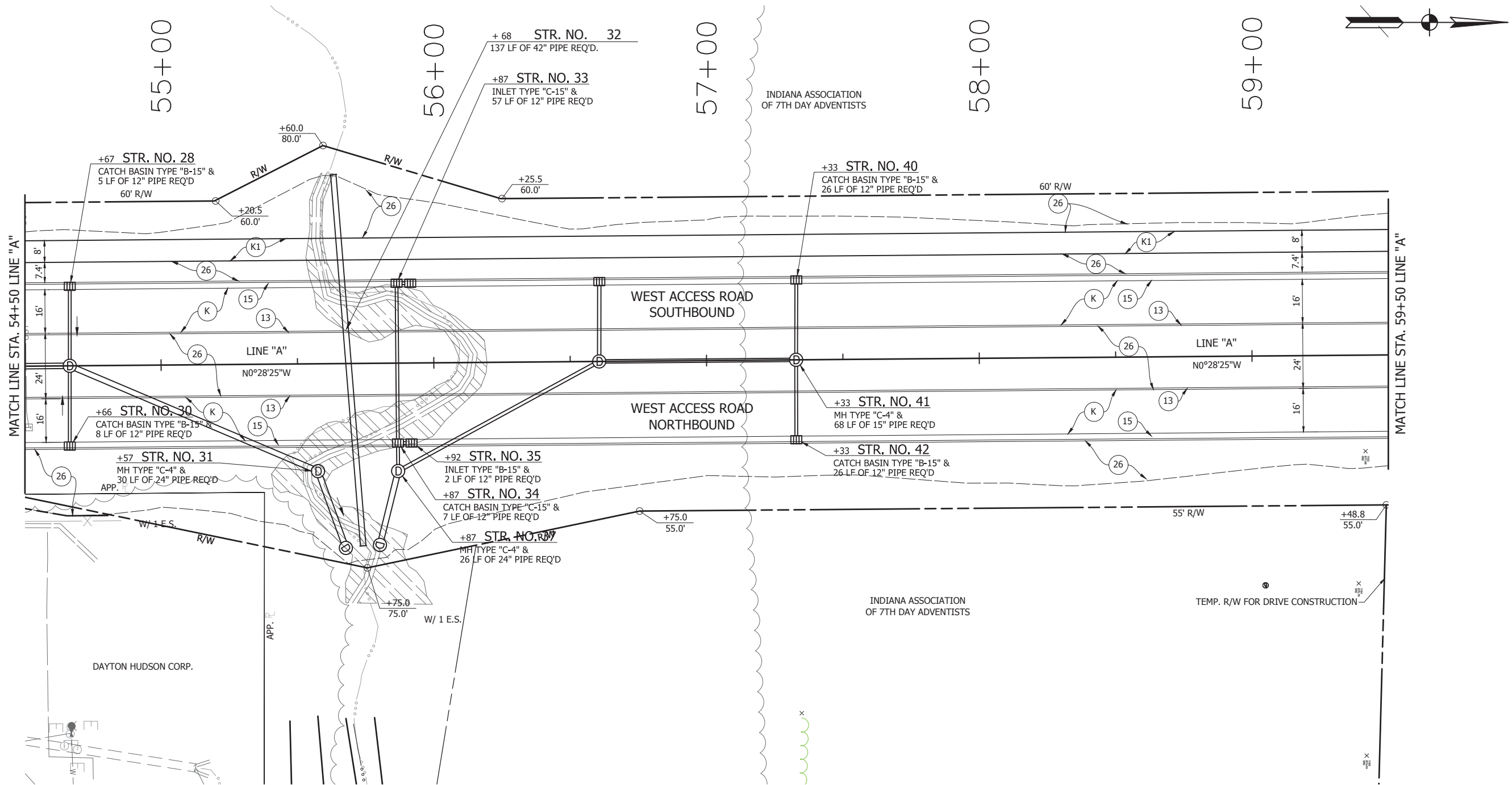
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DESIGNED: BSF	DRAWN: KDK	
CHECKED: NRJ	CHECKED: BSF	

CITY OF WESTFIELD

LINE "A"
CONSTRUCTION DETAILS

HORIZONTAL SCALE	BRIDGE FILE
1" = 20'	N/A
VERTICAL SCALE	DESIGNATION
N/A	
SURVEY BOOK	SHEETS
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CONTRACT	PROJECT

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DATE:.....Jul 06, 2015 - 7:36am



LEGEND

- NOTE:
SEE TYPICAL SECTIONS FOR
DETAILED LEGEND DESCRIPTIONS.
- | | | | | | | | |
|------|------------------------------|-----|-----------------------|------|---------------------------------|------|---|
| (A) | 10" CONCRETE FOR TRUCK APRON | (K) | HMA, FULL DEPTH | (W) | RETAINING WALL | (16) | COMBINED CONCRETE CURB & GUTTER, MODIFIED |
| (C) | PCCP FOR DRIVE APPROACHES | (R) | HMA, RESURFACE | (X) | CURB RAMP, TYPE "X" | (17) | CURB & GUTTER, CONCRETE, ROLLED |
| (D1) | HMA FOR DRIVE APPROACHES | (S) | SIDEWALK, 6" CONCRETE | (13) | CONCRETE CURB | (22) | CONC. CENTER CURB TYPE "D" |
| | | (P) | HMA FOR WALK | (15) | COMBINED CONCRETE CURB & GUTTER | (26) | SEEDING |

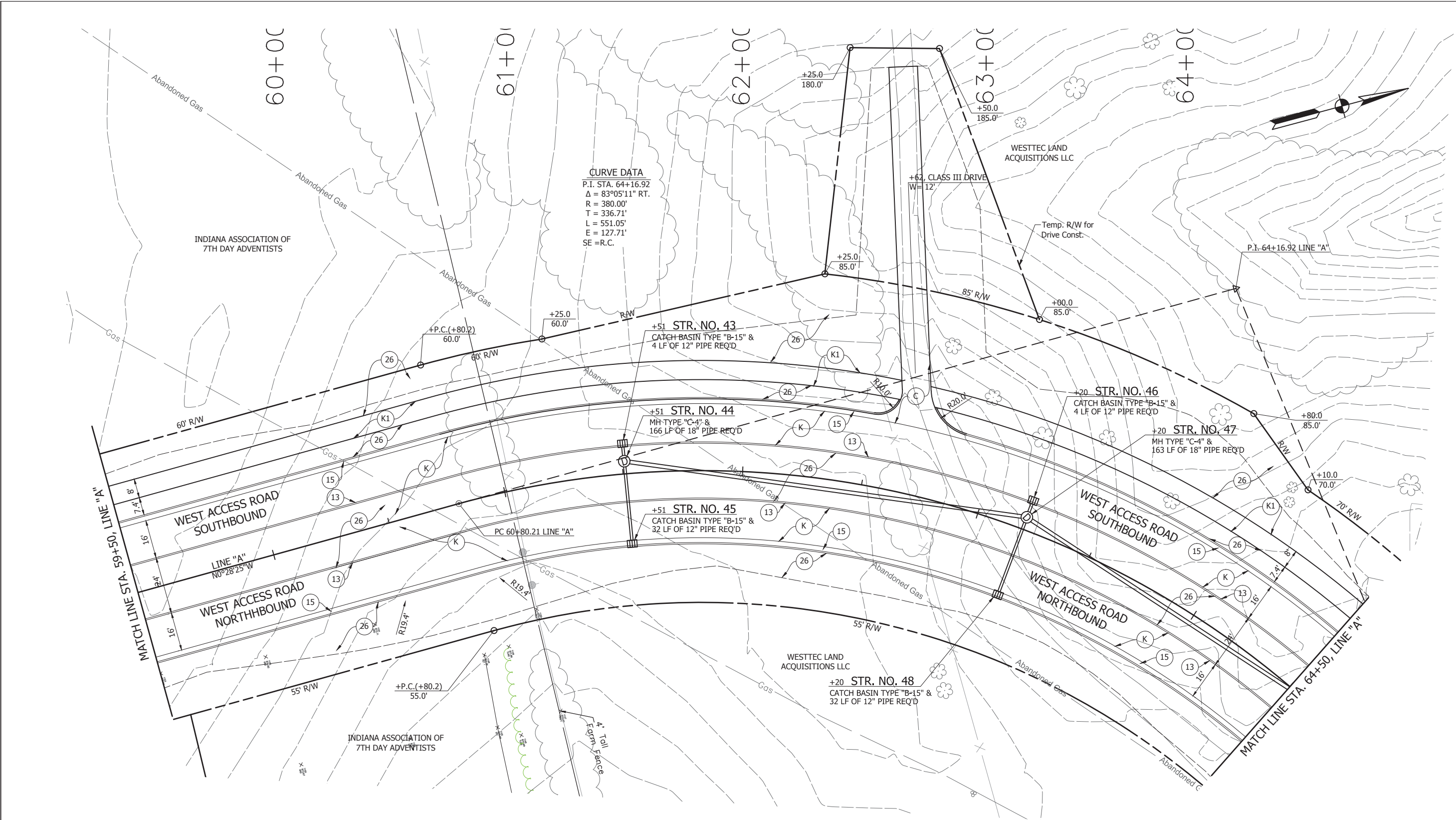
RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: BSF	DRAWN: KDK	
CHECKED: NRJ	CHECKED: BSF	

CITY OF WESTFIELD

LINE "A"
CONSTRUCTION DETAILS

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE N/A
VERTICAL SCALE N/A	DESIGNATION
SURVEY BOOK -	SHEETS 29 of 98
CONTRACT	PROJECT

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LEGEND

NOTE: SEE TYPICAL SECTIONS FOR DETAILED LEGEND DESCRIPTIONS.			
A	10" CONCRETE FOR TRUCK APRON	K	HMA, FULL DEPTH
C	PCCP FOR DRIVE APPROACHES	R	HMA, RESURFACE
D1	HMA FOR DRIVE APPROACHES	S	SIDEWALK, 6" CONCRETE
		P	HMA FOR WALK
		W	RETAINING WALL
		X	CURB RAMP, TYPE "X"
		13	CONCRETE CURB
		15	COMBINED CONCRETE CURB & GUTTER
		16	COMBINED CONCRETE CURB & GUTTER, MODIFIED
		17	CURB & GUTTER, CONCRETE, ROLLED
		22	CONC. CENTER CURB TYPE "D"
		26	SEEDING

RECOMMENDED FOR APPROVAL		DESIGN ENGINEER		DATE	
DESIGNED: BSF		DRAWN: KDK			
CHECKED: NRJ		CHECKED: BSF			

CITY OF WESTFIELD	
LINE "A" CONSTRUCTION DETAIL	

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE N/A
VERTICAL SCALE N/A	DESIGNATION
SURVEY BOOK -	SHEETS 30 of 98
CONTRACT	PROJECT

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LEGEND

NOTE:
SEE TYPICAL SECTIONS FOR
DETAILED LEGEND DESCRIPTIONS.

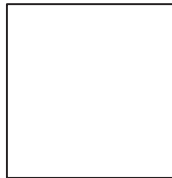
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(C) PCCP FOR DRIVE APPROACHES
(D1) HMA FOR DRIVE APPROACHES

- (K) HMA, FULL DEPTH
(R) HMA, RESURFACE
(S) SIDEWALK, 6" CONCRETE
(P) HMA FOR WALK

- (W) RETAINING WALL
(X) CURB RAMP, TYPE "X"

- (13) CONCRETE CURB
(15) COMBINED CONCRETE CURB & GUTTER

- (16) COMBINED CONCRETE CURB & GUTTER, MODIFIED
(17) CURB & GUTTER, CONCRETE, ROLLED
(22) CONC. CENTER CURB TYPE "D"
(26) SEEDING



RECOMMENDED
FOR APPROVAL

DESIGN ENGINEER

DATE

DESIGNED: BSF

DRAWN: KDK

CHECKED: NRJ

CHECKED: BSF

CITY OF WESTFIELD

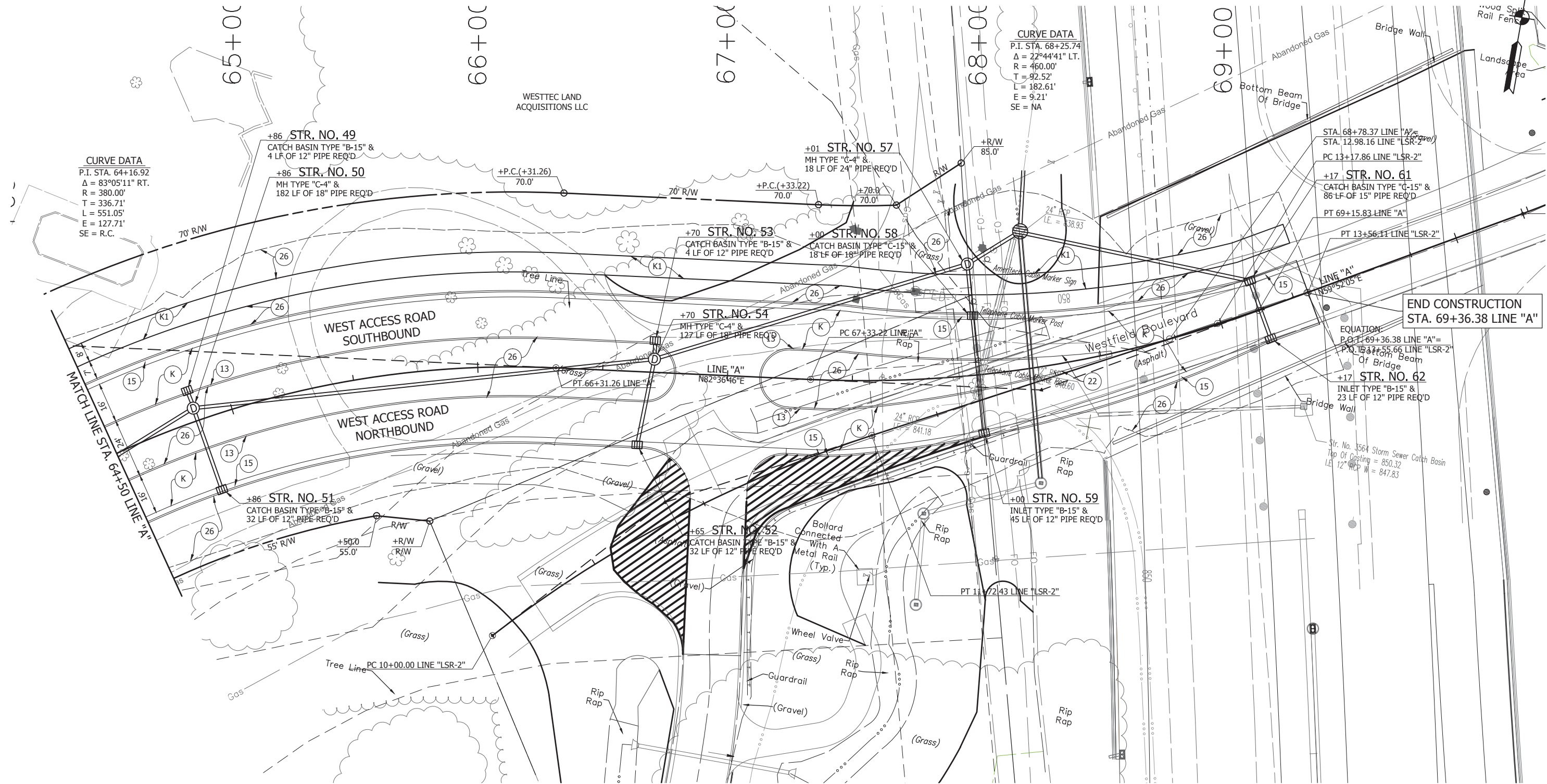
LINE "A"
CONSTRUCTION DETAILS

HORIZONTAL SCALE
1" = 20'
VERTICAL SCALE
N/A

BRIDGE FILE
N/A
DESIGNATION

SURVEY BOOK
-
CONTRACT

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PROJECT



CURVE DATA
P.I. STA. 64+16.92
 $\Delta = 83^{\circ}05'11''$ RT.
R = 380.00'
T = 336.71'
L = 551.05'
E = 127.71'
SE = R.C.

+86 STR. NO. 49
CATCH BASIN TYPE "B-15" &
4 LF OF 12" PIPE REQ'D
+86 STR. NO. 50
MH TYPE "C-4" &
182 LF OF 18" PIPE REQ'D

+01 STR. NO. 57
MH TYPE "C-4" &
18 LF OF 24" PIPE REQ'D

+70 STR. NO. 53
CATCH BASIN TYPE "B-15" &
4 LF OF 12" PIPE REQ'D

+00 STR. NO. 58
CATCH BASIN TYPE "C-15" &
18 LF OF 18" PIPE REQ'D

+70 STR. NO. 54
MH TYPE "C-4" &
127 LF OF 18" PIPE REQ'D

CURVE DATA
P.I. STA. 68+25.74
 $\Delta = 22^{\circ}44'41''$ LT.
R = 460.00'
T = 92.52'
L = 182.61'
E = 9.21'
SE = NA

STA. 68+78.37 LINE "A"
STA. 12.98.16 LINE "LSR-2"
PC 13+17.86 LINE "LSR-2"

+17 STR. NO. 61
CATCH BASIN TYPE "C-15" &
86 LF OF 15" PIPE REQ'D

PT 69+15.83 LINE "A"
PT 13+56.11 LINE "LSR-2"

END CONSTRUCTION
STA. 69+36.38 LINE "A"

EQUATION:
P.O.T. 69+36.38 LINE "A" =
P.O.T. 13+56.66 LINE "LSR-2"

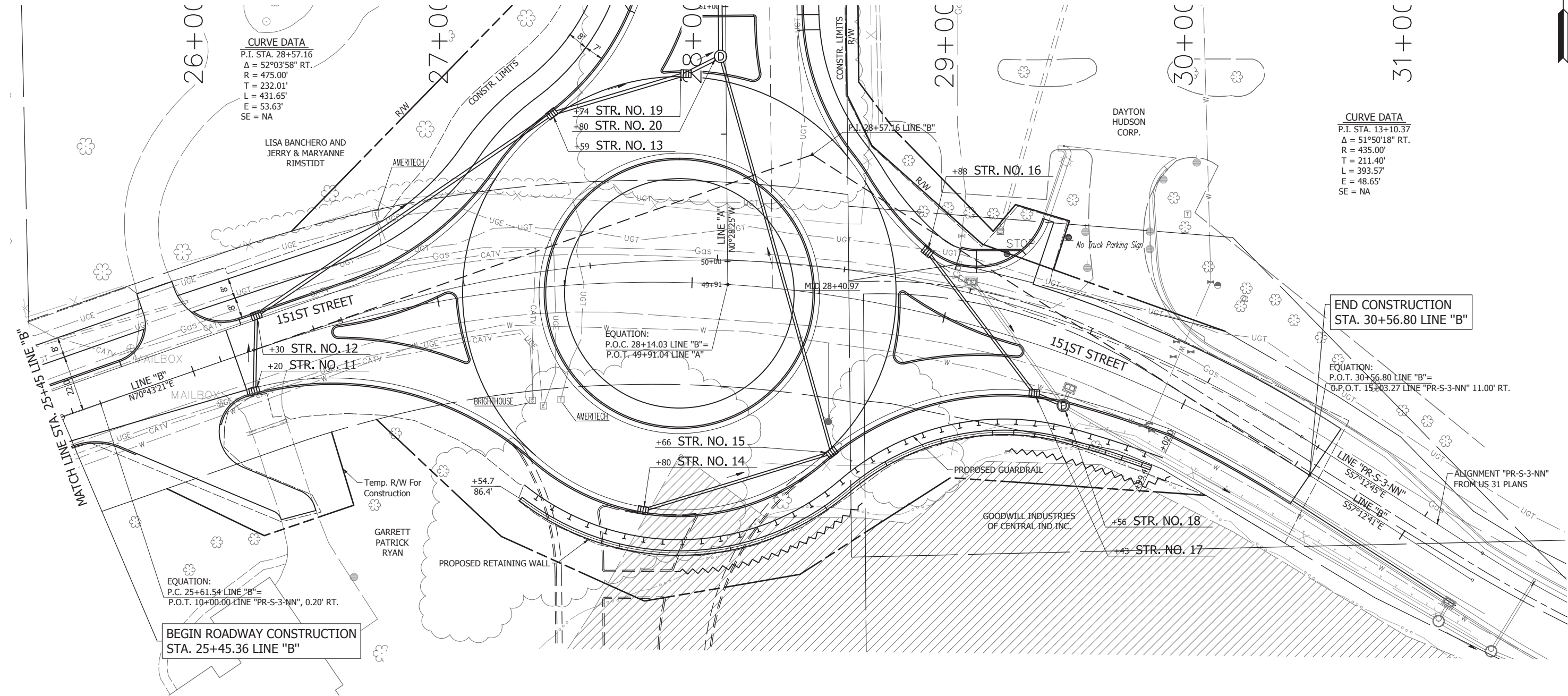
+17 STR. NO. 62
INLET TYPE "B-15" &
23 LF OF 12" PIPE REQ'D

Str. No. 3564 Storm Sewer Catch Basin
Top Of Casting = 850.32
LE 12" RCP W = 847.83

+00 STR. NO. 59
INLET TYPE "B-15" &
45 LF OF 12" PIPE REQ'D

+65 STR. NO. 52
CATCH BASIN TYPE "B-15" &
32 LF OF 12" PIPE REQ'D

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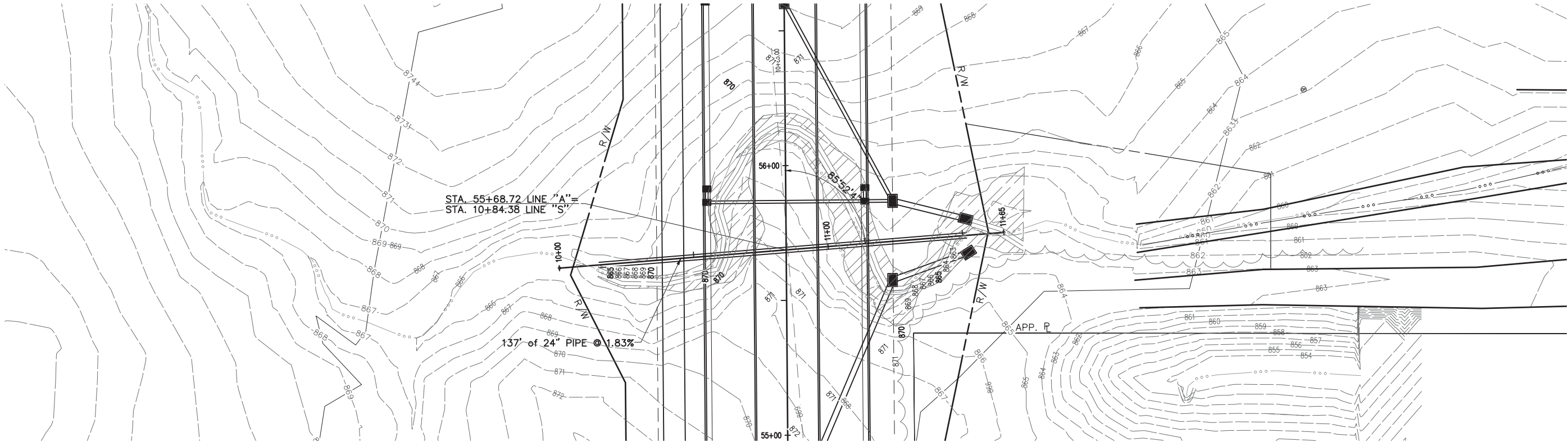
LEGEND

- NOTE:
SEE TYPICAL SECTIONS FOR
DETAILED LEGEND DESCRIPTIONS.
- | | | | | | | | |
|------|------------------------------|-----|-----------------------|------|---------------------------------|------|---|
| (A) | 10" CONCRETE FOR TRUCK APRON | (K) | HMA, FULL DEPTH | (W) | RETAINING WALL | (16) | COMBINED CONCRETE CURB & GUTTER, MODIFIED |
| (C) | PCCP FOR DRIVE APPROACHES | (R) | HMA, RESURFACE | (X) | CURB RAMP, TYPE "X" | (17) | CURB & GUTTER, CONCRETE, ROLLED |
| (D1) | HMA FOR DRIVE APPROACHES | (S) | SIDEWALK, 6" CONCRETE | (13) | CONCRETE CURB | (22) | CONC. CENTER CURB TYPE "D" |
| | | (P) | HMA FOR WALK | (15) | COMBINED CONCRETE CURB & GUTTER | (26) | SEEDING |

RECOMMENDED FOR APPROVAL		DESIGN ENGINEER		DATE	
DESIGNED: BSF		DRAWN: KDK			
CHECKED: NRJ		CHECKED: BSF			

CITY OF WESTFIELD	
LINE "B" CONSTRUCTION DETAIL	

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE N/A
VERTICAL SCALE 1" = 5'	DESIGNATION
SURVEY BOOK -	SHEETS 35 of 98
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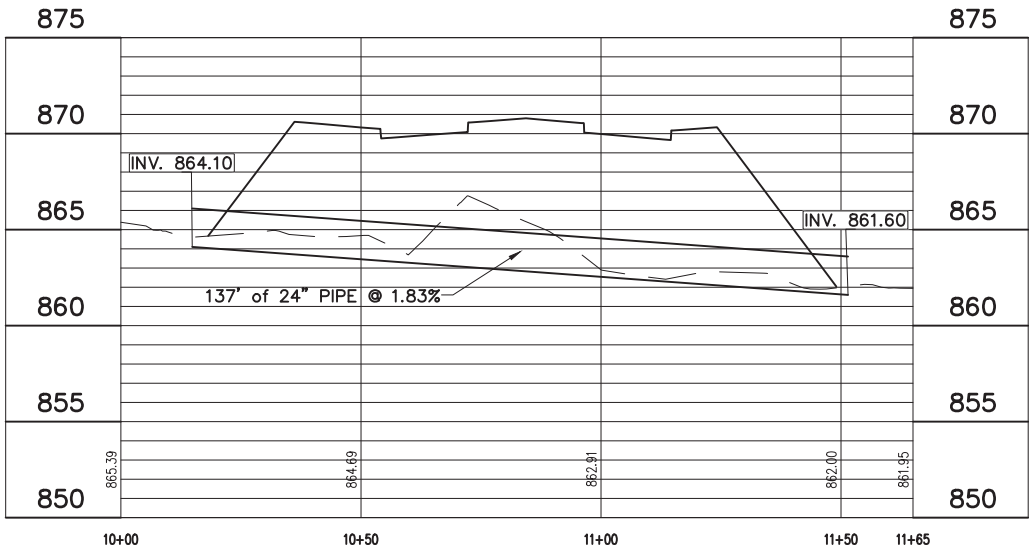
PLAN VIEW
HORIZ. 1" = 20'

HYDRAULIC DATA

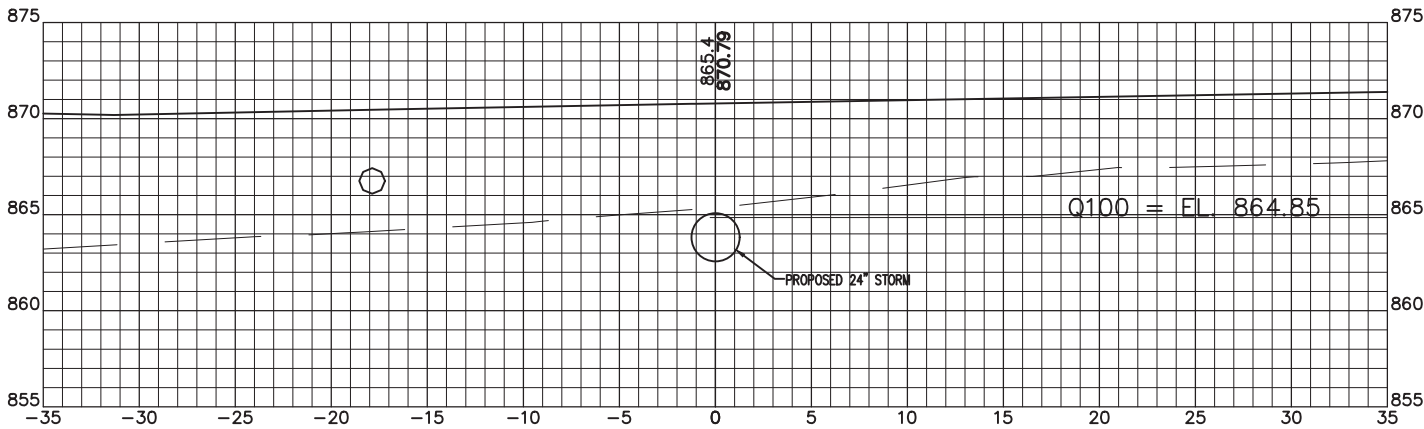
DRAINAGE AREA 0.02 mi²
Q₁₀₀ DISCHARGE 17.37 cfs
Q₁₀₀ ELEVATION 864.85 ft
Q₁₀₀ VELOCITY 6.67 ft/sec
OHWM 864.71 ft



WETLAND



PROFILE VIEW
HORIZ. 1" = 20'



PROFILE VIEW
HORIZ. 1" = 5'
VERT. 1" = 5'

10
+
85

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DESIGNED: BSF	DRAWN: KDK
CHECKED: NRJ	CHECKED: BSF

CITY OF WESTFIELD	
CULVERT DETAIL	

HORIZONTAL SCALE AS NOTED	BRIDGE FILE N/A
VERTICAL SCALE AS NOTED	DESIGNATION
SURVEY BOOK	SHEETS
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CONTRACT	PROJECT

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Last Saved By alex.salinas, 6/26/2015 11:27:22 PM
Plotted By alex.salinas, Plotted June 26, 2015, 1:39:58 PM

Seed Mix A		
Scientific Name	Common Name	Oz/Acre
<i>Aquilegia canadensis</i>	Wild columbine	2.5
<i>Aster cordifolius</i>	Heart-leaved aster	1
<i>Aster macrophyllus</i>	Big-leaved aster	1.5
<i>Campanula americana</i>	Tall bellflower	1.5
<i>Carex molesta</i>	Troublesome sedge	6.5
<i>Chasmanthium latifolium</i>	Sea oats	9
<i>Elymus canadensis</i>	Canada Wild Rye	20
<i>Elymus hystrix</i>	Bottlebrush grass	12
<i>Elymus riparius</i>	Riverbank wild rye	28
<i>Elymus virginicus</i>	Virginia Wild Rye	45
<i>Schizachyrium scoparium</i>	Little Bluestem	16
<i>Scrophularia marilandica</i>	Late figwort	1.5
TOTAL		144.5
Temporary Cover Seed Mix		
<i>Avena sativa</i>	common oat	400
<i>Lolium multiflorum</i>	annual rye	160
TOTAL		560
TOTAL		704.5

Seed Mix B		
Botanical Name	Common Name	PLS Ounces/Acre
Permanent Grasses:		
<i>Andropogon gerardii</i>	Big Bluestem	48.00
<i>Bouteloua curtipendula</i>	Side-Oats Grama	16.00
<i>Carex spp.</i>	Prairie Sedge Mix	4.00
<i>Elymus canadensis</i>	Canada Wild Rye	32.00
<i>Elymus virginicus</i>	Virginia Wild Rye	24.00
<i>Panicum virgatum</i>	Switch Grass	12.00
<i>Schizachyrium scoparium</i>	Little Bluestem	32.00
<i>Sorghastrum nutans</i>	Indian Grass	32.00
Total		200.00
Temporary Cover:		
<i>Avena sativa</i>	Common Oat	512.00
<i>Lolium multiflorum</i>	Annual Rye	240.00
Total		752.00

Tree Species	
Scientific Name	Common Name
<i>Asimina triloba</i>	Pawpaw
<i>Carpinus caroliniana</i>	Eastern Redbud
<i>Cornus florida</i>	Flowering Dogwood
<i>Liriodendron tulipifera</i>	Tulip Tree
<i>Quercus rubra</i>	Northern Red Oak
Total: 70	
Shrub Species	
<i>Corylus americana</i>	American Hazelnut
<i>Ilex verticillata</i>	Winterberry
<i>Lindera benzoin</i>	Spicebush
<i>Sambucus canadensis</i>	Elderberry
<i>Viburnum acerifolium</i>	Mapleleaf Viburnum
Total: 160	
Live Stake Species	
<i>Cornus racemosa</i>	Gray Dogwood
<i>Cornus sericea</i>	Redosier Dogwood
<i>Physocarpus opulifolius</i>	Ninebark
Total: 792	

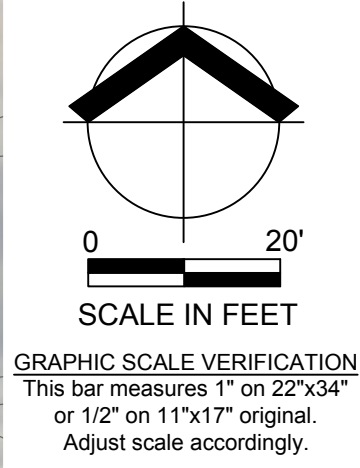
LEGEND

- 

LIMITS OF INVASIVE CLEARING AND RESTORATION. USE SEED MIX A- AREA TO BE PLANTED W/ 3-GAL CONTAINERS @ 16' CENTERS FOR SHRUBS AND 24' CENTERS FOR TREES.
- 

SEED MIX B- LIVE STAKES SHALL BE INSTALLED @ 2' CENTERS.
- 

EXISTING WETLAND TO BE PRESERVED AND PROTECTED. NOXIOUS SPECIES TO BE REMOVED.



PLANTING PLAN
WESTFIELD BOULEVARD EXTENSION
OFFSITE MITIGATION
CITY OF WESTFIELD
HAMILTON COUNTY, IN

#	DATE	DESCRIPTION	BY

DRAWN BY:	AS
DESIGNED BY:	MK/RT
DATE:	06/2015
JOB NO:	J152573100
STAMP:	

SHEET NO.
4
OF 7

MITIGATION & MONITORING PLAN

Off-Site Stream Mitigation

Westfield Boulevard Extension

VS Engineering



Document Information

Prepared for	VS Engineering
Project Name	Westfield Boulevard Extension
Project Number	Cardno #152573100
Project Manager	Matthew Kwiatkowski
Date	July 1, 2015

Prepared for:



VS Engineering, Inc.
4275 North High School Road, Indianapolis, IN 46254

Prepared by:



Cardno
3901 Industrial Boulevard, Indianapolis, Indiana 46254

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Appendix F:	Wetland Mitigation Bank Agreement

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Acronyms

IDEM	Indiana Department of Environmental Management
LF	Linear Feet
USACE	U.S. Army Corps of Engineers
TNW	Traditional Navigable Water
RPW	Relatively Permanent Water
QHEI	Qualitative Habitat Evaluation Index
IDNR	Indiana Department of Natural Resources
USFWS	United States Fish and Wildlife Service

1 Goals and Objectives

1.1 Project Need and Background

This mitigation plan has been created on the behalf of VS Engineering, Inc. for mitigation required by the US Army Corps of Engineers (USACE) and the Indiana Department of Environmental Management (IDEM). Proposed impacts to “waters of the U.S.” for the Westfield Boulevard Extension project include approximately 0.19 acre of forested wetland and 280 linear feet of two unnamed tributaries (UNTs) to Cool Creek. This report addresses off-site mitigation for unavoidable impacts to streams. Wetland mitigation will be completed with the purchase of 0.19 credits from the Central Indiana Mitigation Bank (Appendix F).

The impact site is located in Sections 12 and 13, Range 3 East (E), Township 18 North (N), in Westfield, Hamilton County, Indiana (IN). The mitigation site is located in Section 18, Range 4 E, Township 18 N, in Carmel, Hamilton County, IN (Appendix A, Figure 1). The mitigation site is located within Cool Creek Park Nature Center (Park). The mitigation site is entirely within the Park and is surrounded by recreational facilities.

The Town of Westfield is planning to extend Westfield Boulevard to provide a connection from 151st Street to 156th Street.

Two streams, both UNTs to Cool Creek and three wetlands will be impacted by road crossings. Approximately 30 linear feet (LF) Stream 1 will be encapsulated to extend an existing pipe and 250 LF of Stream 02 will be encapsulated to accommodate for a new crossing. Stream mitigation will be constructed off-site further downstream of the proposed impacts at Cool Creek Park. The wetlands will be impacted by the construction of the new road. Two of these wetlands are isolated, one of which is exempt under the IDEM Isolated Wetland Exemption Rule and the third wetland is a “water of the U.S.” Wetland impacts will be mitigated by purchasing credits from an agency approved mitigation bank. Credit determination methodology is further described in Section 5. The impact site, mitigation site, and wetland mitigation bank are located within the Upper White River Watershed, Hydrologic Unit Code (Appendix A, Figure 2).

Information regarding regulated “waters of the U.S.” delineated as part of project planning efforts are contained in Regulated Waters Delineation Report-Westfield Boulevard Extension, completed by Cardno, June 2015. A copy of this report is provided as attachments to the IDEM and USACE permit application and can be made available upon request.

1.2 Mitigation Objectives

The objective of this proposed mitigation plan is to compensate for impacts to streams. The mitigation plan has been prepared to specifically replace or increase the functions and values of an UNT to Cool Creek by instituting an ecologically sound, well-developed and feasible restoration and mitigation plan that fulfills compensatory mitigation requirements and the environmental / ecological objectives of USACE, IDEM, and the Town of Westfield.

A stream assessment was performed for the UNT to Cool Creek, which included a functional assessment of the stream. This baseline study was used to assess existing functions and values of the impact stream and to set restoration goals for proposed mitigation. Datasheets from this analysis are provided in Appendix E and photos are provided in Appendix.

The mitigation stream will exhibit greater channel and side slope stability, while increasing wildlife habitat value by removal of invasive species and incorporation of a native riparian corridor along the entire mitigation reach. In stream measures for channel stability including rock grade control structures using native stone and live staking for slope protection. An approximate 100 foot wide corridor will be eradicated of invasive species, planted with native herbaceous vegetation, trees, and shrubs.

Functions of the mitigation stream will include storm water conveyance, wildlife habitat by establishment of an improved riparian corridor, increased side slope and channel stability, and improved water quality by establishment of native vegetation buffers and reduction of channel erosion. These improved functions will add value through wildlife and water quality improvements to the Cool Creek stream corridor within the localized watershed.

Specific Mitigation Objectives include the following:

- ☐ Provide a minimum of 280 feet of stream mitigation
- ☐ Provide an 100 foot total riparian corridor along the mitigation stream
- ☐ Meet performance criteria as set forth in Section 8 "Ecological Performance Standards"

1.3 Summary

Wetland impacts consist of 0.13 acre of one jurisdictional and one isolated wetland. As mitigation, credits will be purchased from an agency-approved mitigation bank. Stream impacts consist of 280 feet of two UNTs to Cool Creek. As mitigation, a minimum of 280 feet of stream mitigation will be created through removal of invasive species, grading steep stream banks to a more desirable 2:1 slope, installation of grade control structures, and rock toe. The graded banks will be seeded and protected with biodegradable coconut blanket and live staked with native shrub species. The mitigation area will be restored with native seed mixes, understory shrubs, and trees. The permittee will build 300 LF of mitigation for the impacts as well as clear out invasive species and restore an additional 140 LF upstream to the culvert. The channel is considered stable in this area upstream of the mitigation site but removal of invasives and restoration should occur to protect the mitigation site and create a unified corridor. There is also a 230 foot ephemeral side-channel that parallels the proposed stream mitigation to the south that will be improved as part of the restoration to the riparian corridor. All trees greater than 3" DBH will be protected. The mitigation stream shall exhibit similar or greater value than the impacted stream through accomplishment of the mitigation goals. Proposed mitigation will be in-kind, off-site stream mitigation, and will maintain a jurisdictional connection to the White River, a Traditional Navigable Water (TNW).

The following table summarizes the impacts and mitigation proposed.

Table 1 Wetland and Stream Impact and Mitigation Summary

Feature Name	Regulatory Status	Feature Class	Feature Size (AC/LF)	Impact (AC/LF)	Mitigation Ratio	Mitigation Quantity/Type
WETLANDS						
Wetland 1	Jurisdictional	Palustrine Forested	0.06	0.06	1:1	0.06 (bank)
Wetland 2	Isolated - Exempt	Class II Forested	0.14	0.14	None	None
Wetland 3	Isolated – Non-exempt	Class II Forested	0.13	0.13	0.13	0.13
STREAMS						
Stream 1	Jurisdictional	Riverine - Ephemeral	30 LF	30 LF	1:1	30 (off-site)
Stream 2	Jurisdictional	Riverine - Perennial	250 LF	250 LF	1:1	250 (off-site)
Total Wetland Mitigation Required						0.19
Total Stream Mitigation Required						180 LF

2 Site Selection

2.1 Mitigation Significant Nexus Determination

As described by the USACE, “a significant nexus analysis assesses the flow characteristics and functions of a tributary and the functions performed by any wetlands adjacent to the tributary to determine if they significantly affect the chemical, physical, and biological integrity of a TNW. Considerations when evaluating significant nexus include, but are not limited to, volume, duration, and frequency of the flow of water in the tributary and its proximity to a TNW, and the functions performed by the tributary and all its adjacent wetlands. It is not appropriate to determine significant nexus based solely on any specific threshold of distance. Similarly, the fact an adjacent wetland lies within or outside of a floodplain is not solely determinative of significant nexus.”

The area proposed for the mitigation stream is located 0.5 mile downstream proposed impact site. Therefore, the proposed mitigation site exhibits significant nexus findings for relatively permanent water (RPW) where the RPW flows directly or indirectly into a TNW.

2.2 Compensatory Mitigation Location Methodology

Per 33 CFR 332.3(b)(1), the USACE sets forth an order of preference for providing compensatory mitigation, as defined in sub sections (2) through (6). A step down approach analyzing these five options was performed for this project. The methodology used is as follows:

1. Mitigation bank credits – There are currently no stream mitigation bank credits available for this 8-digit watershed.
2. In-lieu fee program credits – There is currently no certified in-lieu fee program for mitigation in Indiana.
3. Permittee-responsible mitigation under a watershed approach – Since options 1 and 2 are not viable, permittee-responsible mitigation is the only option.
4. Permittee-responsible mitigation through on-site and in-kind mitigation – There is not enough right-of-way to provide for on-site stream mitigation. The location of the streams on the impact site is not favorable to completing successful on-site stream mitigation.

5. Permittee-responsible mitigation through off-site and/or out-of-kind mitigation - The permittee has identified mitigation that is off-site and in-kind.

2.3 Site Selection Methodology

As noted in Section 2.2 above, off-site and in-kind stream mitigation is proposed for this project. Mitigation on the UNT to Cool Creek, downstream of the impact site will provide the highest level of localized replacement value to the function of the existing stream.

3 Site Protection Instrument

The mitigation area shall be permanently protected using an USACE approved site protection instrument. A draft copy of the site protection instrument shall be submitted to the USACE within 60 days of permit approval, and a final executed and recorded copy submitted within 30 days following notification from the USACE to record.

A site protection instrument is a legal device which restricts certain activities on the property that may jeopardize the success or long-term protection of mitigation areas. Specifically, prohibited uses of the mitigation areas shall include, but not be limited to, timber harvests and other forestry activities, drainage of surface waters, cultivation, commercial activities, filling, grazing of domestic animals, soil removal, and the deposition of refuse, sewage, or other debris.

4 Baseline Information

4.1 Impact Site Location

The stream impact sites are located within the project area for the Westfield Boulevard Extension Project. The sites are located within Sections 12 and 13, Township 18 N, Range 3 E. Stream 01 is located in the northwest corner of the intersection of Westfield Boulevard and US 31. General coordinates (latitude/longitude) of the site are 40.01228° North, 86.1287° West. Stream 2 is located immediately north of Target and flows east across the project area. General coordinates (latitude/longitude) of the site are 40.00948° North, 86.13054° West.

4.2 Impact Site Stream Characteristics

The Ohio Environmental Protection Agency Primary Headwater Habitat Evaluation Form (HHEI) was utilized to assess the functions of the streams located at the impact site. The forms are provided in Appendix E.

Stream 1, an UNT to Cool Creek was an intermittent stream that flowed north through the northwest corner of the project study area. Stream 02 was considered to be recovering from past modifications. Both banks had a no riparian corridor, with the floodplain land use predominantly residential, park, or new field. The stream had no sinuosity, with no bends observed within the two hundred foot survey reach. The stream had a flat to moderate gradient, with a drop between a half a foot and two feet every hundred feet. This stream was at base flow conditions at the time of the stream survey. The turbidity levels were not elevated at the time of survey. The dominant substrates were gravel, and silt.

Ordinary High Water Mark width was one foot and depth was 0.2 foot. Bank Full width was two feet and depth was 0.4 foot. Top of Bank width was five feet and depth was 0.6 foot. The maximum pool depth observed was between five and ten centimeters. Stream 01 flows into the White River, a Traditional Navigable Water. The stream had a total HHEI score of 35.

Stream 02, also an unnamed tributary to Cool Creek, was a perennial stream that flowed east through the project study area. Stream 02 was considered to be recovering from past modifications. Both banks had a wide (greater than ten meters) riparian corridor, with the floodplain land use predominantly immature forest, shrub-scrub, or old field. The stream had moderate sinuosity, with two S-curves observed within the two hundred foot survey reach. The stream had a flat to moderate gradient, with a drop between a half a foot and two feet every hundred feet. This stream was at base flow conditions at the time of the stream survey. The turbidity levels were not elevated at the time of survey. The dominant substrates were sand and silt. Ordinary High Water Mark width was three feet and depth was 0.3 foot. Bank Full width was five feet and depth was 0.4 foot. Top of Bank width was twelve feet and depth was one foot. The maximum pool depth observed was between five and ten centimeters. The stream had a total HHEI score of 47.

4.3 Impact Site Wetland Characteristics

Three wetlands were delineated at the impact site. Detailed descriptions, photos, and data sheets for these wetlands are available in the June 2015 Delineation Report.

Wetland 01 was a 0.06 acre, forested wetland located abutting Stream 02. Dominant vegetation included Fowl Manna Grass (*Glyceria striata*). In addition, non-dominant vegetation observed included Reed Canary Grass (*Phalaris arundinacea*), and Cress-Leaf Groundsel (*Packera glabella*). Stream 03 flows into Cool Creek, which flows into the White River, a Traditional Navigable Water. Due to this connection, Wetland 01 should be considered a ‘water of the U.S.’

Wetland 02 was a Class II forested wetland located south of Wetland 01. Dominant vegetation included American Elm (*Ulmus americana*), Sugar Maple (*Acer saccharum*), Northern Spicebush (*Lindera benzoin*), Clustered Black-Snakeroot (*Sanicula odorata*), and Eastern Woodland Sedge (*Carex blanda*). No connection to any “water of the U.S.” was observed; therefore, this wetland should be considered an isolated, “water of the State”.

Wetland 03 was a 0.13 acre, Class II forested wetland located south of Wetland 02. Dominant vegetation included Green Ash (*Fraxinus pennsylvanica*), Gray Dogwood (*Cornus racemosa*), Southern Arrow-Wood (*Viburnum dentatum*), Hooded Blue Violet (*Viola sororia*), and Spotted Touch-Me-Not (*Impatiens capensis*). No connection to any “water of the U.S.” was observed; therefore this wetland should be considered an isolated, “water of the State”.

4.4 Impact Site Function and Value

The impact segment of Stream 01 functions as an ephemeral headwater stream. Current functions include storm water conveyance and flood storage. The HHEI score of 35 (out of 100 possible points) suggests the stream has the capability to function as Modified Class II Primary Headwater Habitat (PHWH); therefore, the stream is capable of supporting a warm water adapted community.

The impact segment of Stream 02 functions as a perennial headwater stream. Current functions include storm water conveyance, flood storage, and limited wildlife habitat. The HHEI score of 47 (out

of 100 possible points), constant flowing water, and watershed size less than 0.1 mi² suggests “spring” type aquatic habitat where a well-defined channel is formed.

4.5 Mitigation Site Location

Mitigation will be performed off-site within the Cool Creek Nature Preserve on an UNT to Cool Creek. The mitigation area is located along Stream 2 (impact site), approximately 0.5-mile downstream of the proposed project (Appendix A, Figure 1). The mitigation area will begin at the confluence of Stream 2 and an UNT to Cool Creek and extend 200 LF upstream (Appendix A, Figure 4).

4.6 Mitigation Site Stream Characteristics

The Ohio Environmental Protection Agency HHEI was utilized to assess the functions of the streams located at the impact site. Stream 2, the mitigation stream, was broken into two reaches (Appendix A, Figure 4). The forms are provided in Appendix E.

Stream 1, an UNT Cool Creek was an ephemeral stream that flowed northeast and into Stream 2. Stream 1 was considered to be recovering from past modifications. The left bank (facing downstream) had a wide (greater than ten meters) riparian corridor, with the floodplain land use predominantly mature forest. The stream had low sinuosity, with a half S-curve observed within the two hundred foot survey reach. The stream had a flat to moderate gradient, with a drop between a half a foot and two feet every hundred feet. This stream was at base flow conditions at the time of the stream survey. The turbidity levels were not elevated at the time of survey. The dominant substrates were gravel, and silt. Ordinary High Water Mark width was one foot and depth was 0.1 foot. Bank Full width was two feet and depth was 0.2 foot. Top of Bank width was ten feet and depth was one foot. The maximum pool depth observed was less than five centimeters. The HHEI score was 26.

The lower reach of Stream 2, an UNT to Cool Creek, was perennial stream that flowed northeast through the project study area (Appendix A, Figure 4). Stream 2 was a natural channel; no modifications were observed within the survey reach. Both banks had a wide (greater than ten meters) riparian corridor, with the floodplain land use predominantly mature forest or wetland. The stream had low sinuosity, with one S-curve observed within the two hundred foot survey reach. The stream had a flat gradient, with a drop of a half a foot or less every hundred feet. This stream was at base flow conditions at the time of the stream survey. The turbidity levels were not elevated at the time of survey. The dominant substrates were gravel and sand. Ordinary High Water Mark width was six feet and depth was 0.6 foot. Bank Full width was seven feet and depth was one foot. Top of Bank width was sixteen feet and depth was three feet. The maximum pool depth observed was greater than 30 centimeters. The HHEI score was 60.

The upper reach Stream 2 was a natural channel; no modifications were observed within the survey reach. Both banks had a wide (greater than ten meters) riparian corridor, with the floodplain land use predominantly mature forest or wetland. The stream had low sinuosity, with a one and a half S-curve observed within the two hundred foot survey reach. The stream had a flat gradient, with a drop of a half a foot or less every hundred feet. This stream was at base flow conditions at the time of the stream survey. The turbidity levels were not elevated at the time of survey. The dominant substrates were gravel and sand. Ordinary High Water Mark width was six feet and depth was 0.6 foot. Bank Full width was seven feet and depth was one foot. Top of Bank width was sixteen feet and depth was three feet. The maximum pool depth observed was between 22.5 and 30 centimeters. Due to the presence of boulder-sized substrate, the HHEI score was 70.

4.7 Mitigation Site Wetland Characteristics

One wetland was delineated within the study area (Appendix A, Figure 4). Photos are provided in Appendix D and datasheets are provided in Appendix E. Wetland 1 was a forested wetland, abutting Stream 2. Dominant vegetation included American Elm, Sugar Maple, Ash-Leaf Maple (*Acer negundo*), Amur honeysuckle (*Lonicera maackii*), Sandbar Willow (*Salix interior*), Crested Sedge (*Carex cristatella*), and Eastern Daisy Fleabane (*Erigeron annuus*). In addition, non-dominant vegetation observed included Rufous Bulrush (*Scirpus pendulus*, OBL), Frank's Sedge (*Carex frankii*), Wingstem (*Verbesina alternifolia*), Fowl Manna Grass, and Great Blue Lobelia (*Lobelia siphilitica*). The soil from 0-20 inches had a matrix soil color of 10YR 4/2 with concentrations in the matrix at 5%, and a texture of Silty Clay Loam. The soil at the data point was mapped as Miami silt loam, 6-12% slopes, eroded, and met the Depleted Matrix (F3) hydric soil criteria. Primary indicators of hydrology included High Water Table (A2) and Saturation (A3).

Stream 2 flows into an UNT to Cool Creek, which flows into Cool Creek, which flows into the White River, a TNW. Due to this connection, Wetland 1 should be considered a “waters of the U.S.” The boundary of this wetland has been placed on the construction plans and no work will be conducted within the wetland except for the removal of invasive species.

4.8 Mitigation Site Function and Value

Stream 1 functions as an intermittent, headwater stream. Current functions include storm water conveyance, flood storage, and limited wildlife habitat. The HHEI score of 26 (out of 100 possible points), constant flowing water, and watershed size less than 0.1 mi² suggests a modified Class I PHWH stream.

Stream 2 functions as a perennial, headwater stream. Current functions include storm water conveyance, flood storage, and limited wildlife habitat. The HHEI scores of 60 and 70 (out of 100 possible points), suggest that the stream functions as a Class III PHWH system.

4.9 Climate

Average temperature and precipitation is depicted in Table 2 for Carmel, Indiana (U.S. Climate Office, Carmel 3 E, Normals:121303, 1981-2010). Based on normal data average, annual precipitation at this station is 42.22 inches.

Table 2 Average Climatological Data

Month	Average High (°F)	Precipitation (Inches)	Month	Temperature (°F)	Precipitation (Inches)
Jan	34	1.92	July	85	4.65
Feb	38	2.17	Aug	84	3.23
March	50	3.23	Sept	77	3.27
April	62	3.9	Oct	65	3.15
May	72	4.96	Nov	52	3.62
June	82	4.49	Dec	38	3.19

4.10 Endangered, Rare, and Threatened (ETR) Species

Information on protected species with the potential to occur on or near the project site was obtained from the Indiana Department of Natural Resources (IDNR) Division of Nature Preserves. IDNR responded that there are no ETR species documented within a ½-mile of the project area.

5 Credit Determination Methodology

To compensate for 280 feet of impact due to channel relocation, the applicant proposes to receive credit for establishing, at a 1:1 ratio, a minimum of 280 feet of mitigation stream. The stream mitigation credit will be fulfilled by restoring an UNT to Cool Creek at the Cool Creek Nature Center. The wetland mitigation credit will be purchased from the Central Indiana Mitigation Bank.

Table 3 Mitigation Credits

Mitigation Type	Amount	Ratio	Credits
Offsite Stream Restoration	280	1:1	280
Wetland Bank	0.19	1:1	0.19

An additional 20 feet of mitigation stream may be created in excess of the minimum credits required; however, there is no plan to apply this credit to other projects.

6 Mitigation Work Plan

6.1 Site Grading

Site grading will be necessary to repair eroded stream banks. When possible, existing mature trees and shrubs will be avoided by site grading activities, as designated in the area denoted on the mitigation plan layout. Further details concerning site grading with respect to channel cross section and layout are described in Section 15.

6.2 Site Planting

An approximate 100 foot corridor will be cleared of invasive species and planted with native herbaceous vegetation, trees, and shrubs. Trees will be planted on approximately 24 foot centers and shrubs will be planted on 16 foot centers. This planting strategy generally mimics existing conditions of the impact stream, while establishing greater species diversity and assemblage of plants native to the region. Trees and shrubs scheduled for planting were selected from the Indiana Department of Natural Resource lists of approved native woody vegetation for riparian areas. The herbaceous seed mixes are custom mixes utilizing native species adapted for use in riparian corridors, and includes additional species commonly used for native slope stabilization. Live stakes will be used for stream bank protection in areas designated on the plans.

Specific details of the planting plan and native seed mixes are included in Appendix C.

6.3 Hydrologic Modification

Base flow conditions of the existing stream will not be changed. The stream mitigation has been designed in a manner that will allow for increased stream stability and channel dimensions are based on the reference upstream of the proposed mitigation where the channel is stable.

6.4 Construction Methods/Sequencing

The sequence of construction for the mitigation site shall be performed in the following general steps.

1. Identify and provide tree protection for trees and natural areas to be preserved
2. Install perimeter erosion and sediment control measures
3. Cut, remove, and treat invasive species
4. Perform site grading and excavation beginning at the downstream end of the mitigation stream
5. Install in-stream structures, treat invasive species, and perform native seeding
6. Stabilize stream side slopes with biodegradable erosion control materials
7. Plant trees, shrubs, and install live stakes
8. Install mitigation area signage

6.5 Schedule

Construction of the mitigation stream shall be constructed before or concurrent with impacts, and completed within one year of permit authorization, unless an extension is granted from IDEM and the USACE.

6.6 Soil Management and Erosion Control

Perimeter sediment controls such as silt fence and/or sediment basins, as appropriate, shall be installed prior to earthmoving activities.

A temporary seed mix shall be utilized with all plantings to provide appropriate vegetative cover during the native plant establishment period.

Erosion control blankets shall be installed on all slopes that are 3:1 or steeper.

Soil management and erosion control shall be performed in accordance with the overall site Storm Water Pollution Prevention Plan (SWPPP) and Rule 5 permit as applicable.

6.7 Equipment

Construction equipment for site grading and excavation may include bulldozers, skid steers, excavators, backhoes, front end loaders, and dump trucks. It is recommended that equipment with rubberized treads be used where possible to avoid soil compaction. Heavy trucks used to haul off, or import topsoil shall be restricted to avoid excessive driving through the native planting areas. Planting and seeding equipment may include tractors, skid steers, no-till drills, tilling implements, and augers.

Construction equipment shall be cleaned prior to entering the mitigation site and be free of excessive amounts of mud and dirt from off-site which may carry noxious weed seed sources.

6.8 Record Drawing Conditions

As-built drawings will be submitted to the respective agencies upon completion of mitigation implementation. The mitigation area shall be marked with mitigation area signage after initial grading and planting activities.

7 Maintenance Plan

A long-term maintenance plan will be followed for the proposed mitigation site and associated buffer areas. Long-term management at the mitigation site will include hydrology, vegetation, and channel stability monitoring to document mitigation success criteria as required.

Maintenance may include any combination of the following: selective herbicide application, mowing, hand-pulling or cutting undesirable species, supplemental seeding/planting, and minor erosion repairs to channel side slopes. Additional management tools and procedures may be considered as the site develops and adaptive strategies may evolve. Special attention will be paid to preventing infestation by invasive species.

Maintenance shall be provided for a period of five consecutive years, or until the project is deemed to be successful by the applicant, the USACE, and the IDEM. Maintenance shall be provided by the applicant and/or its authorized agents until regulatory signoff is received. Maintenance conducted beyond the regulatory monitoring period shall be conducted by the landowner, if necessary. Only under *force majeure* conditions, such as tornado damage, major flood damage, outbreaks of invasive non-native plants, and other Acts of God, shall the applicant deviate from the mitigation and maintenance plan.

8 Ecological Performance Standards

8.1 Off-Site Stream Mitigation Area

The following standards will be used to determine the success of the mitigation stream:

- The length of mitigation is a minimum of 280 linear feet of perennial headwater stream.
- A 0.9 acre native vegetation buffer, consisting of forested riparian establishment, native herbaceous riparian establishment, and forest preservation is established along the mitigation stream. The buffer shall have an average width of 100 feet.
- 70% of the planted trees and shrubs shall be alive and showing signs of growth for two consecutive years before release, not including re-plantings or supplemental plantings which have been in place for less than two years.
- At least five species from the tree and shrub planting list shall be alive and present at the completion of monitoring.
- Stream banks exhibit 90% vegetative cover.
- Stream banks are stable and show no signs of gully erosion from overland flow or excessive bank scour from stream flows.
- The mitigation site is free of *Elaeagnus umbellata* (autumn olive), *Elaeagnus angustifolia* (russian olive), *Rosa multiflora* (multiflora rose), and *Lonicera maackii*, *L. morrowii*, *L. tatarica* (honeysuckle).
- No one species of surviving tree shall represent more than 20% of the total planted surviving trees.

9 Monitoring Requirements

The mitigation area shall be monitored in accordance with the IDEM and USACE requirements. Monitoring will include randomly placing sample plots and collecting vegetation data from the area in and around each plot.

- A minimum of one site visit shall be performed during the growing season. Overall progress of the mitigation site shall be assessed at each visit.
- The HHEI form shall be used to assess habitat quality within the mitigation stream during each monitoring year. The baseline HHEI forms are included in Appendix E.
- Mitigation monitoring shall continue for a period of five years or until the site is granted a release from monitoring from IDEM and the USACE. The site must meet success criteria for two consecutive years to be released from monitoring.
- Permanent photo points shall be established in throughout the mitigation area and shall be included with each annual monitoring report.
- A report for the site shall be completed and submitted to the IDEM and the USACE by December 31st following each growing season.

Throughout the monitoring period, any maintenance activities that take place shall be recorded and included in the report. Additional seeding, grading, and removal of invasive species shall be performed as needed to assure the goals of the mitigation plan are being met. Monitoring can end after the five-year period if the mitigation success criteria have been met for two years.

10 Long-Term Management Plan

The conservation easement holder shall be responsible for long-term management activities. Responsibilities of the easement holder shall include maintaining the site as a natural area, and policing of the mitigation site to ensure vandalism and/or inappropriate uses do not deter from mitigation objectives. City of Westfield will be the holder of the conservation easement and will retain the option to release the mitigation site to a local land trust after mitigation acceptance.

11 Adaptive Management Plan

Any necessary adaptive management shall be the responsibility of Purdue University and/or its authorized agents during the regulatory monitoring period. In the event any mitigation area fails to achieve the success criteria as described in Section 8.0 “Ecological Performance Standards,” the applicant, the USACE and the IDEM shall coordinate to develop necessary contingency plans and implement appropriate remedial actions.

12 Financial Assurances

The Town of Westfield will be responsible for successful establishment and operation of the mitigation site. This includes the upfront cost for construction, installation, materials, labor, maintenance, and regulatory monitoring. The Town shall assume all financial responsibility for the successful installation

and maintenance of the mitigation site for a period of three to five consecutive years or until regulatory signoff is granted from the USACE and the IDEM. Following regulatory sign-off of the mitigation, financial responsibility for the continued operation of the mitigation sites will be assumed as described in Section 10 above.

13 Other Information

At this time, the regulatory agencies have requested no other specialized information concerning the stream mitigation site as described in this document.

14 Planform Geometry

The proposed planform geometry consists of a moderately sinuous channel centerline which is consistent to the current alignment. No realignment will occur.

15 Channel Form

The proposed channel cross section consists of an excavated channel with bottom widths approximately 6 feet wide. The channel section was designed based on the reference reach upstream where the channel is stable. Rock cross vanes are proposed at approximately every two foot of elevation gain in order to provide in-stream habitat, and reduce the occurrence of headcutting within the mitigation stream segment.

16 Watershed Size

The design drainage area was calculated from the confluence of Stream 2 (the mitigation stream) with the UNT to Cool Creek. Computer software output (Streamstats Indiana) suggests the contributing drainage area is 0.159 square miles and urban land cover accounts for approximately 53% of the drainage area.

17 Design Discharge

The design discharge will mimic conditions of the existing stream. Since no inputs or pipes will be altered.

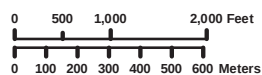
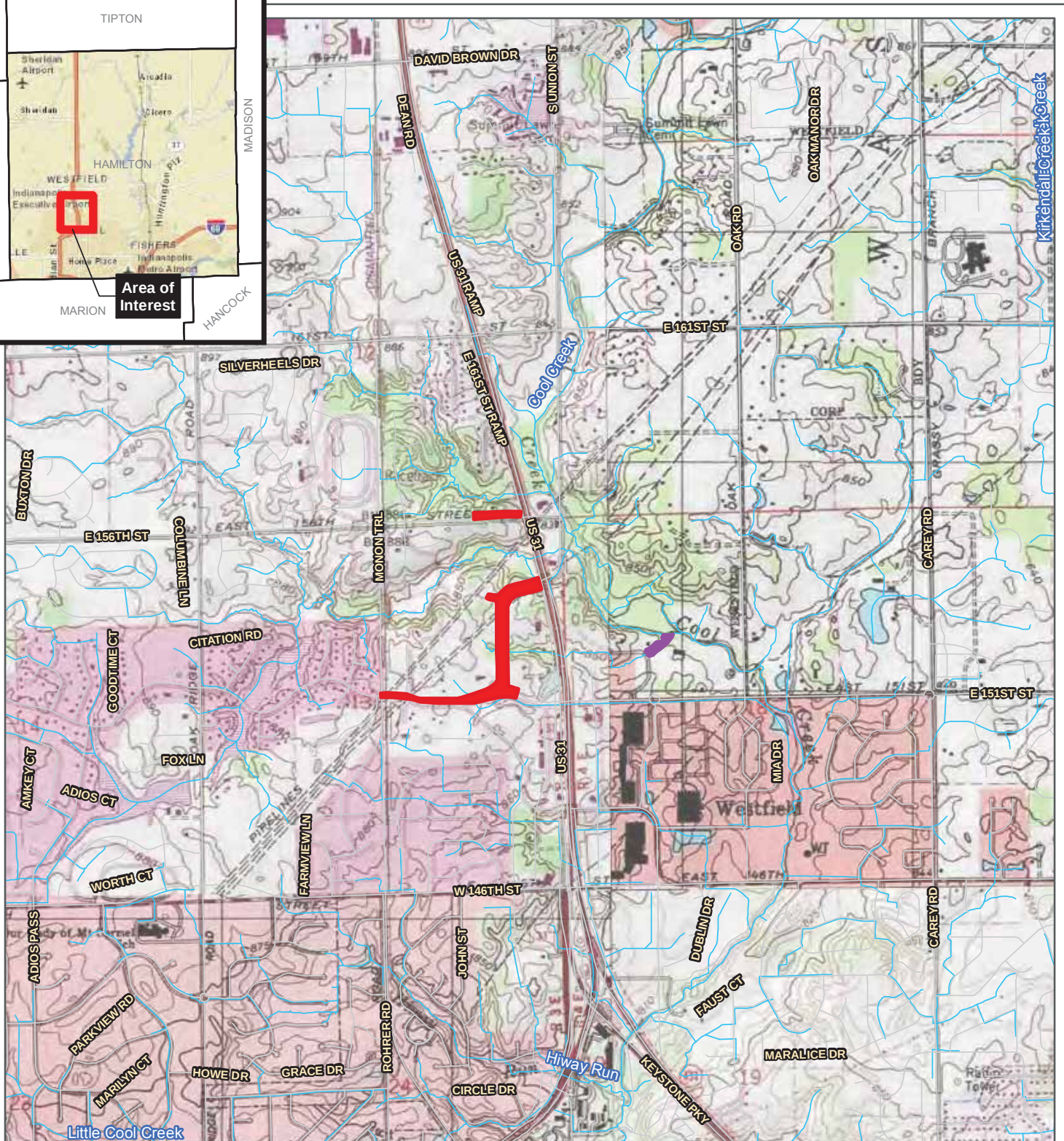
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Westfield Boulevard Extension

APPENDIX A

FIGURES



- Off-site Mitigation Location
- Impact Location
- NHD Waterway

2

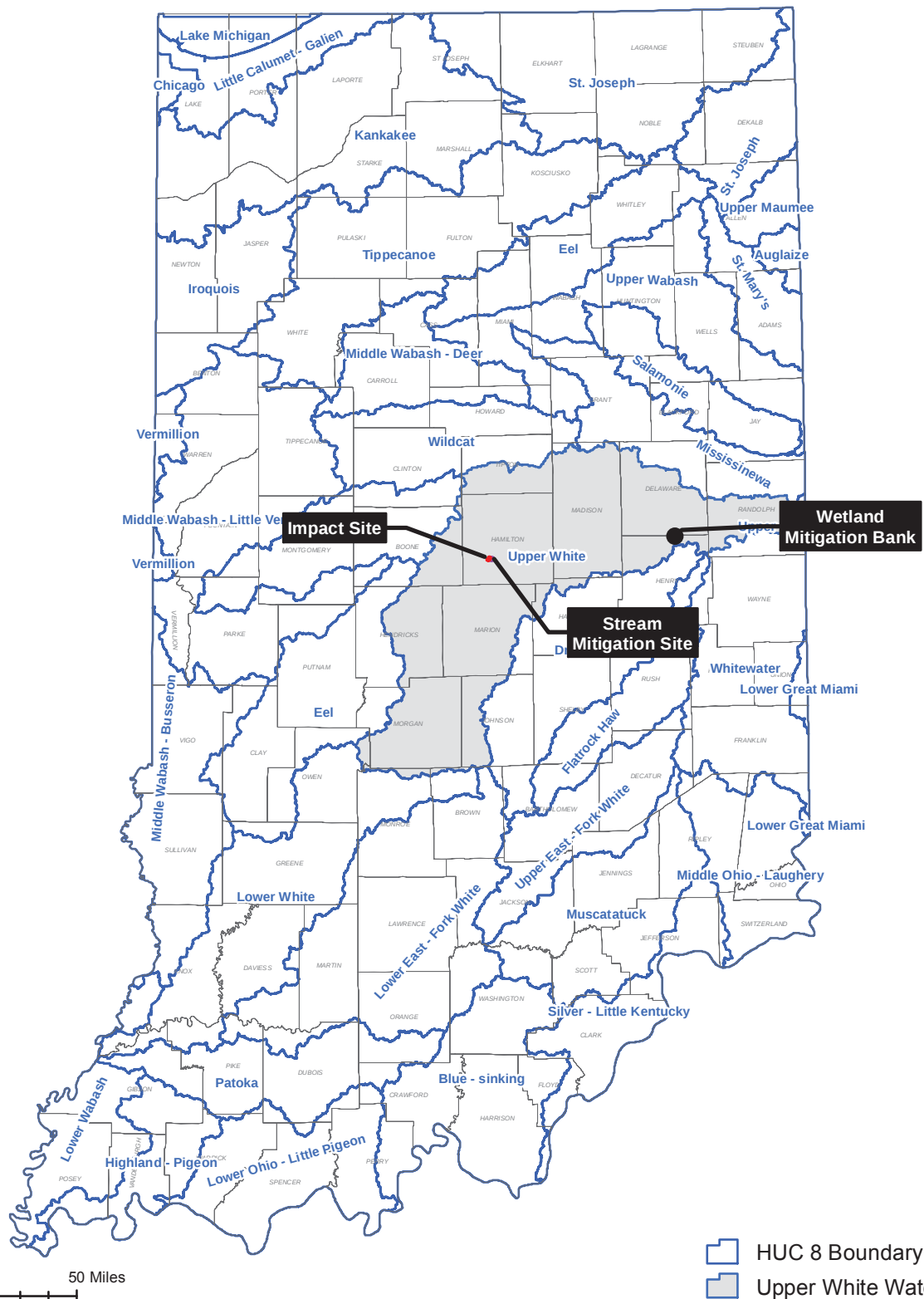
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Section: 18
Project No.
J 152573100

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Figure 1: Project Location
Westfield Boulevard Extension
Off-Site Stream Mitigation Plan
VS Engineering
Hamilton County, Indiana



3901 Industrial Blvd., Indianapolis, IN 46254 USA
Phone (+1) 317-388-1982 Fax (+1) 317-388-1982
www.cardno.com



2

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TRS: 18 N 3 E 12, 13
18 N 4 E 18
Project No. 152573100

Date Created: 6/26/2015 Date Revised: 6/26/2015 File Path: \\jnew.com\Projects\Projects\15152\152573100_VSEngineering_WestfieldWestRd\GIS\MXD\OffSite_Mitigation\F2_8digi_HUC.mxd Basemap:

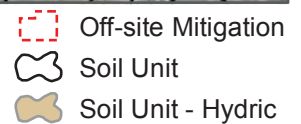
Figure 2: 8-Digit Hydrologic Unit Code
Westfield Boulevard Extension
Off-site Stream Mitigation
VS Engineering
Hamilton County, Indiana



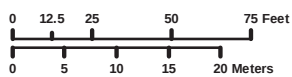
3901 Industrial Blvd., Indianapolis, IN 46254 USA
Phone (+1) 317-388-1982 Fax (+1) 317-388-1982
www.cardnojnew.com

GIS Analyst: tamara.miller

Symbol	Description	Hydric
MmC2	Miami silt loam, 6 to 12 percent slopes, eroded	No
Sh	Shoals silt loam	No


Cardno
 Shaping the Future

Saved By: tamara.miller



- | | | | | |
|--|---------------------|--|--------------------|------------------------------|
| | Off-site Mitigation | | Delineated Stream | Functional Assessment |
| | Data Point | | Delineated Wetland | |
| | Photo Station | | | HHEI 01 |
| | | | | |
| | | | | HHEI 02 |

2

Township: 18 N
Range: 4 E
Section: 18
Project No.
J 152573100

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**Figure 4: Delineation
Westfield Boulevard Extension
Off-site Stream Mitigation
VS Engineering
Hamilton County, Indiana**



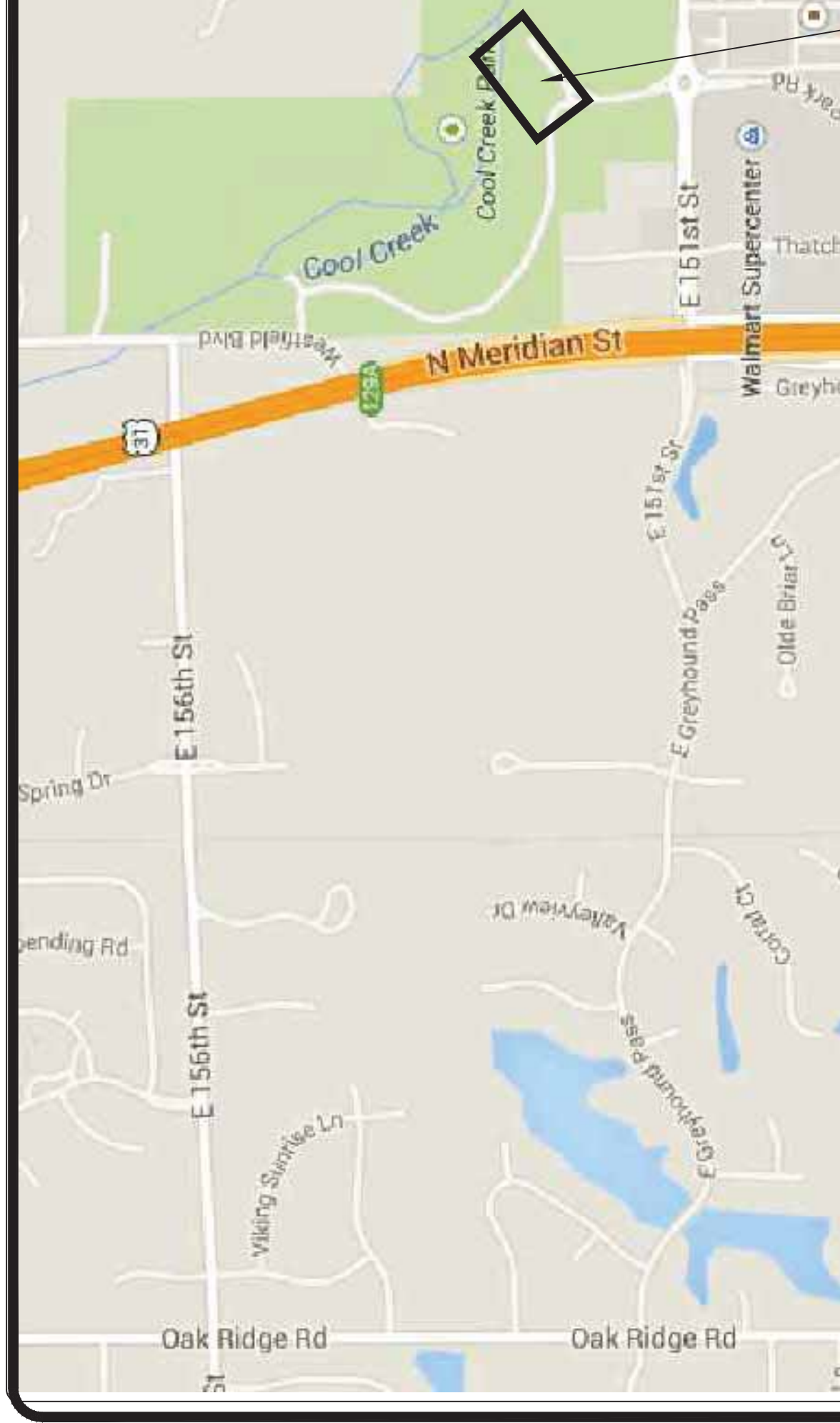
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Westfield Boulevard Extension

APPENDIX B

MITIGATION PLAN SPECIFICATION

OWSKI	PLANT
DULEVARD	4
NA 46254	5
1982	6
36	7
CARDNO.COM	DETAIL





TRAIL

828

UNNAMED TRIB.

828

EPHEMERAL SIDE CHANNEL

ROAD

837



... @ 2' CENTERS.

... TREES.

DOCK TOE

10

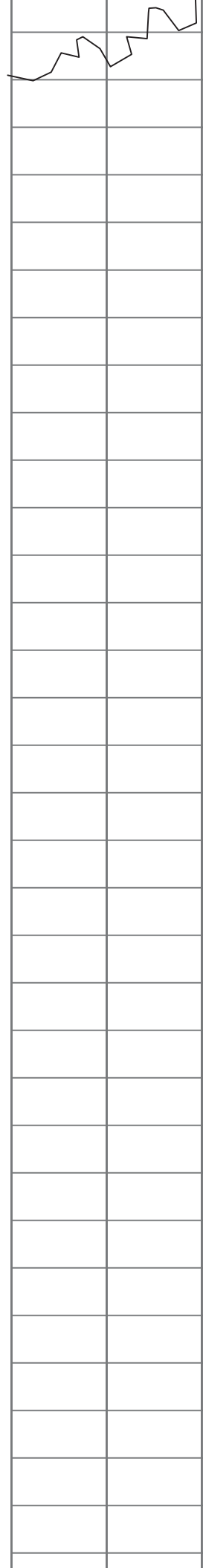
15

20

25

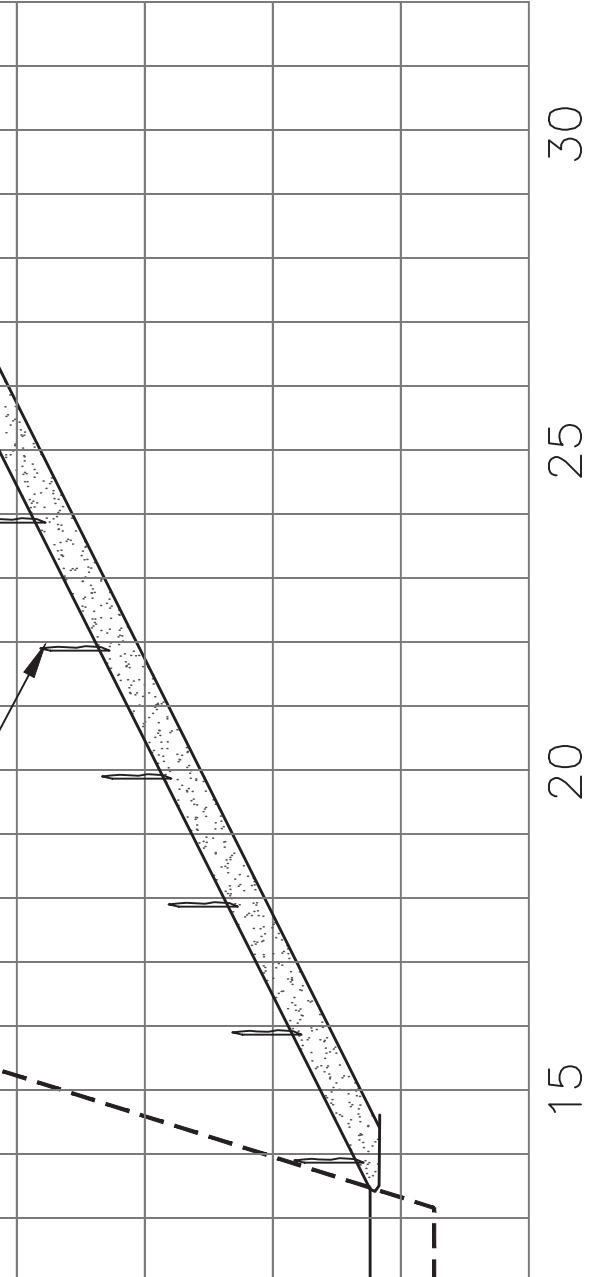
30

0+25.00

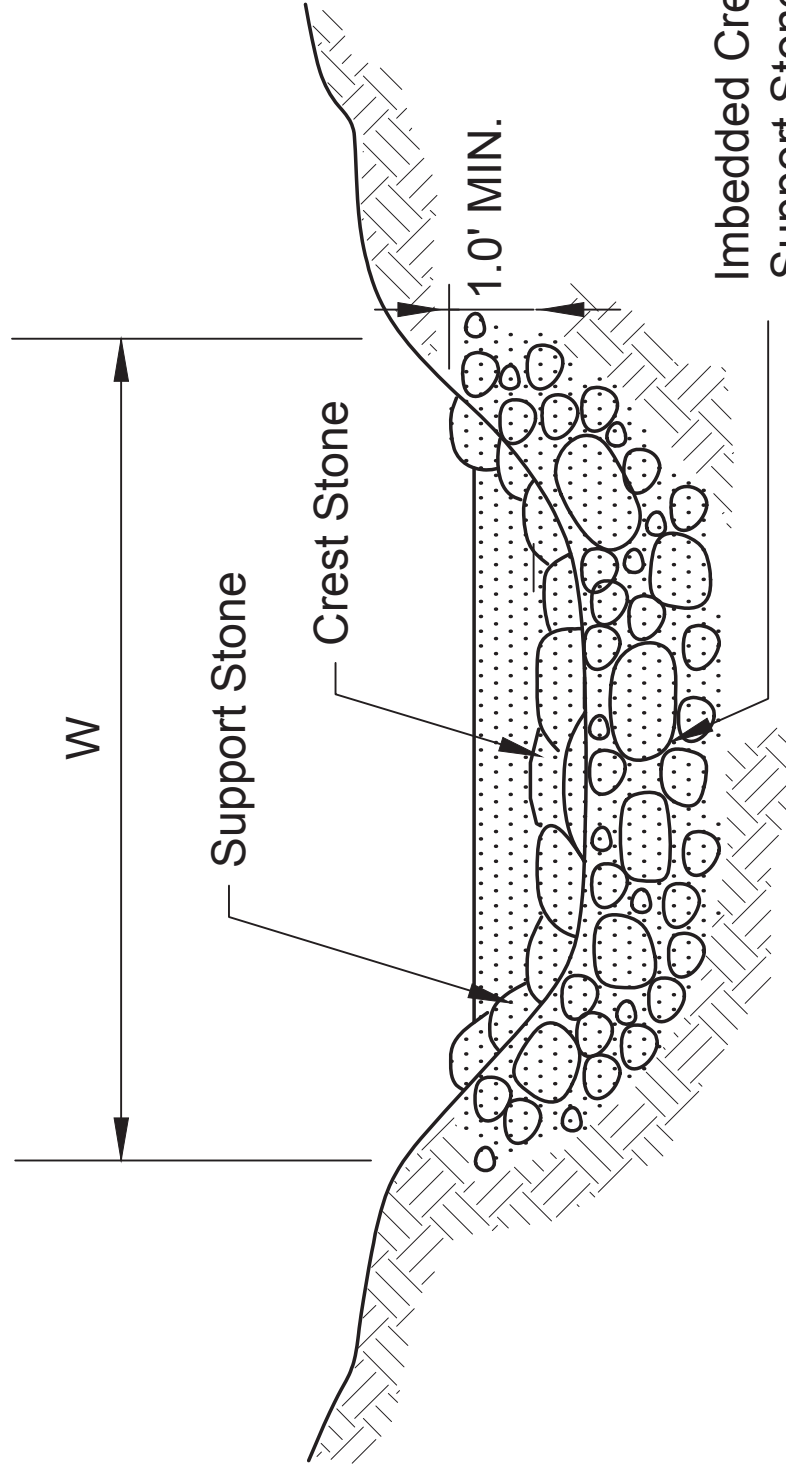


PRESERVE EXISTING TREES.

SEED MIX B W/ BIODEGRADABLE COCONUT BLANKET-C125BN

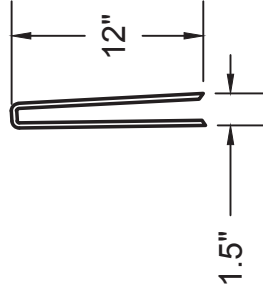


W = Bankfull Width = Width of Channel
from Bank to Bank.



SECTION

TYPICAL RIFFLE DETAIL
NOT TO SCALE



12"

STARLED

3" JOOSE

Westfield Boulevard Extension

APPENDIX C

PLANTING PLAN SPECIFICATION



Westfield Boulevard Extension

APPENDIX D

SITE PHOTOGRAPHS



Stream 1, View Looking Downstream



Stream 1, View Looking Upstream



Wetland 1, View Looking North



Wetland 1, View Looking South

Site Photographs

06/25/2015

Project Number:
J162573100

Westfield Boulevard Extension—Offsite Mitigation

VS Engineering
Hamilton County, Indiana





PS01. Stream 2, View Looking Downstream



PS01., Stream 2, View Looking Upstream



PS02, Stream 2, View Looking Downstream



PS02. Stream 2, View Looking Upstream

Site Photographs

06/25/2015

Project Number:
J162573100

Westfield Boulevard Extension—Offsite Mitigation

VS Engineering
Hamilton County, Indiana





PS03. Stream 2, View Looking Downstream



PS03. Stream 2, View Looking Upstream



PS04. Stream 2, View Looking Downstream



PS04. Stream 2, View Looking Upstream

Site Photographs

06/25/2015

Project Number:
J162573100

Westfield Boulevard Extension—Offsite Mitigation

VS Engineering
Hamilton County, Indiana



Westfield Boulevard Extension

APPENDIX E

FUNCTIONAL ASSESSMENT DATASHEETS



Primary Headwater Habitat Evaluation Form

HHEI Score (sum of metrics 1, 2, 3) :

35

SITE NAME/LOCATION VS Westfield

SITE NUMBER s02 RIVER BASIN the White River DRAINAGE AREA (mi²) <1
 LENGTH OF STREAM REACH (ft) 30 LAT. LONG. RIVER CODE RIVER MILE
 DATE 4/22/2015 SCORER BRH COMMENTS

NOTE: Complete All Items On This Form - Refer to "Field Evaluation Manual for Ohio's PHWH Streams" for Instructions

STREAM CHANNEL MODIFICATIONS ☐ None / Natural Channel ☐ Recovered ☒ Recovering ☐ Recent or No Recovery

1. **SUBSTRATE** (Estimate percent of every type of substrate present. Check ONLY two predominant substrate TYPE boxes (Max of 40). Add total number of significant substrate types found (Max of 8). Final metric score is sum of boxes A & B.

TYPE	PERCENT	TYPE	PERCENT
☐ BLDR SLABS [16 PTS]		☒ SILT [3 PTS]	20
☐ BOULDER (>256 mm) [16 PTS]		☐ LEAF PACK/WOODY DEBRIS [3 PTS]	
☐ BEDROCK [16 PTS]		☐ FINE DETRITUS [3 PTS]	
☐ COBBLE (65-256 mm) [12 PTS]		☐ CLAY or HARDPAN [0 PTS]	
☒ GRAVEL (2-64 mm) [9 PTS]	70	☐ MUCK [0 PTS]	
☐ SAND (<2 mm) [6 PTS]	10	☐ ARTIFICIAL [3 PTS]	

Total of Percentages of
Bldr Slabs, Boulder, Cobble, Bedrock 0 (A)

SCORE OF TWO MOST PREDOMINANT SUBSTRATE TYPES:

12

TOTAL NUMBER OF SUBSTRATE TYPES:

(B)

3

HHEI
Metric
PointsSubstrate
Max = 40

15

A + B

2. **Maximum Pool Depth** (Measure the maximum pool depth within the 61 meter (200 ft) evaluation reach at the time of evaluation. Avoid plunge pools from road culverts or storm water pipes) (Check ONLY one box):

☐ >30 centimeters [20 PTS]	☒ >5 cm - 10 cm [15 PTS]
☐ >22.5 - 30 cm [30 PTS]	☐ ≤5 cm [5 PTS]
☐ >10 - 22.5 cm [25 PTS]	☐ NO WATER OR MOIST CHANNEL [0 PTS]

COMMENTS

MAXIMUM POOL DEPTH (centimeters):

8

15

Pool Depth
Max = 30

3. **BANK FULL WIDTH** (Measured as the average of 3-4 measurements) (Check ONLY one box):

☐ >4.0 meters (>13') [30 PTS]	☐ >1.0 m - 1.5 m (>3' 3" - 4' 8") [15 PTS]
☐ >3.0 m - 4.0 m (>9' 7" - 13') [25 PTS]	☒ ≤1.0 m (≤3' 3") [5 PTS]
☐ >1.5 m - 3.0 m (>4' 8" - 9' 7") [20 PTS]	

COMMENTS

AVERAGE BANKFULL WIDTH (meters)

0.8

5

Bankfull
Width
Max = 30

This information must also be completed

RIPARIAN ZONE AND FLOODPLAIN QUALITY * NOTE: River Left (L) and Right (R) as looking downstream

RIPARIAN WIDTH
(Per Bank)

- L R
☐ Wide >10 m
☐ Moderate 5 - 10 m
☐ Narrow <5 m
☒ None

Comments

FLOODPLAIN QUALITY
(Most Predominant per Bank)

- L R
☐ Mature Forest, Wetland
☐ Immature Forest, Shrub or Old Field
☒ Residential, Park, New Field
☐ Fenced Pasture

- L R
☐ Conservation Tillage
☐ Urban or Industrial
☐ Open Pasture, Row Crop
☐ Mining or Construction

FLOW REGIME (At Time of Evaluation) (Check ONLY one box):

- ☐ Stream Flowing
☐ Subsurface flow with isolated pools (Interstitial)
☒ Moist Channel, isolated pools, no flow (Intermittent)
☐ Dry channel, no water (Ephemeral)

Comments

SINUOSITY (Number of bends per 61m (200ft) of channel) (Check ONLY one box):

- ☒ None ☐ 1.0 ☐ 2.0 ☐ 3.0
☐ 0.5 ☐ 1.5 ☐ 2.5 ☐ >3

STREAM GRADIENT ESTIMATE

- ☐ Flat (0.5ft/100ft) ☒ Flat to Moderate ☐ Moderate (2ft/100ft) ☐ Moderate to Severe ☐ Severe (10ft/100ft)

ADDITIONAL STREAM INFORMATION (This Information Must Also be Completed):

s02

QHEI PERFORMED? ☐ Yes ☒ No QHEI Score _____ (If Yes, Attach Completed QHEI Form)

DOWNSTREAM DESIGNATED USE(S)

☐ WWH Name: _____ Distance from Evaluated Stream _____

☐ CWH Name: _____ Distance from Evaluated Stream _____

☐ EWH Name: _____ Distance from Evaluated Stream _____

MAPPING: ATTACH COPIES OF MAPS, INCLUDING THE ENTIRE WATERSHED AREA. CLEARLY MARK THE SITE LOCATION

USGS Quadrangle Name: _____ NRCS Soil Map Page: _____ NRCS Soil Map Stream Order _____

County: _____ Township/City: _____

MISCELLANEOUS

Base Flow Conditions? (Y/N): Y Date of last precipitation: _____ Quantity: _____

Photographer Information: _____

Elevated Turbidity? (Y/N): N Canopy (% open): _____

Were samples collected for water chemistry? (Y/N): N (Note lab sample no. or id. And attach results) Lab Number: _____

Field Measures: Temp (°C) _____ Dissolved Oxygen (mg/l) _____ pH (S.U.) _____ Conductivity (µmhos/cm) _____

Is the sampling reach representative of the stream? (Y/N) Y If not, please explain: _____

Additional comments/description of pollution impacts: _____

BIOTIC EVALUATION

Performed? (Y/N): N (If Yes, Record all observations. Voucher collections optional. NOTE: all voucher samples must be labeled with the site ID number. Include appropriate field data sheets from the Primary Hedwater Habitat Assessment Manual)

Fish observed? (Y/N) N Voucher(Y/N) N Salamander Observed? (Y/N) N Voucher? (Y/N) N

Frogs or Tadpoles Observed? (Y/N) N Voucher(Y/N) N Aquatic Macroinvertebrates Observed? (Y/N) N Voucher? (Y/N) N

Comments Regarding Biology: _____

DRAWING AND NARRATIVE DESCRIPTION OF STREAM REACH (This must be completed):

Include important landmarks and other features of Interest for site evaluation and a narrative description of the stream's location

FLOW →



Primary Headwater Habitat Evaluation Form

HHEI Score (sum of metrics 1, 2, 3) :

47

SITE NAME/LOCATION VS Westfield

SITE NUMBER s03 RIVER BASIN the White River DRAINAGE AREA (mi²) <1
 LENGTH OF STREAM REACH (ft) 247 LAT. LONG. RIVER CODE RIVER MILE
 DATE 4/22/2015 SCORER BRH COMMENTS

NOTE: Complete All Items On This Form - Refer to "Field Evaluation Manual for Ohio's PHWH Streams" for Instructions

STREAM CHANNEL MODIFICATIONS ☐ None / Natural Channel ☐ Recovered ☒ Recovering ☐ Recent or No Recovery

1. **SUBSTRATE** (Estimate percent of every type of substrate present. Check ONLY two predominant substrate TYPE boxes (Max of 40). Add total number of significant substrate types found (Max of 8). Final metric score is sum of boxes A & B.

TYPE	PERCENT	TYPE	PERCENT
☐ BLDR SLABS [16 PTS]		☒ SILT [3 PTS]	40
☐ BOULDER (>256 mm) [16 PTS]		☐ LEAF PACK/WOODY DEBRIS [3 PTS]	10
☐ BEDROCK [16 PTS]		☐ FINE DETRITUS [3 PTS]	
☐ COBBLE (65-256 mm) [12 PTS]		☐ CLAY or HARDPAN [0 PTS]	
☐ GRAVEL (2-64 mm) [9 PTS]		☐ MUCK [0 PTS]	
☒ SAND (<2 mm) [6 PTS]	50	☐ ARTIFICIAL [3 PTS]	

Total of Percentages of
Bldr Slabs, Boulder, Cobble, Bedrock 0 (A)

SCORE OF TWO MOST PREDOMINANT SUBSTRATE TYPES:

9

TOTAL NUMBER OF SUBSTRATE TYPES:

3

HHEI
Metric
PointsSubstrate
Max = 40

12

A + B

2. **Maximum Pool Depth** (Measure the maximum pool depth within the 61 meter (200 ft) evaluation reach at the time of evaluation. Avoid plunge pools from road culverts or storm water pipes) (Check ONLY one box):

☐ >30 centimeters [20 PTS]	☒ >5 cm - 10 cm [15 PTS]
☐ >22.5 - 30 cm [30 PTS]	☐ ≤5 cm [5 PTS]
☐ >10 - 22.5 cm [25 PTS]	☐ NO WATER OR MOIST CHANNEL [0 PTS]

COMMENTS

MAXIMUM POOL DEPTH (centimeters):

9

Pool Depth
Max = 30

15

3. **BANK FULL WIDTH** (Measured as the average of 3-4 measurements) (Check ONLY one box):

☐ >4.0 meters (>13') [30 PTS]	☐ >1.0 m - 1.5 m (>3' 3" - 4' 8") [15 PTS]
☐ >3.0 m - 4.0 m (>9' 7" - 13') [25 PTS]	☐ ≤1.0 m (≤3' 3") [5 PTS]
☒ >1.5 m - 3.0 m (>4' 8" - 9' 7") [20 PTS]	

COMMENTS

AVERAGE BANKFULL WIDTH (meters)

1.8

Bankfull
Width
Max = 30

20

This information must also be completed

RIPARIAN ZONE AND FLOODPLAIN QUALITY * NOTE: River Left (L) and Right (R) as looking downstream

RIPARIAN WIDTH

L	R	(Per Bank)
☒	☒	Wide >10 m
☐	☐	Moderate 5 - 10 m
☐	☐	Narrow <5 m
☐	☐	None

Comments

FLOODPLAIN QUALITY

L	R	(Most Predominant per Bank)
☐	☐	Mature Forest, Wetland
☒	☒	Immature Forest, Shrub or Old Field
☐	☐	Residential, Park, New Field
☐	☐	Fenced Pasture

L	R	
☐	☐	Conservation Tillage
☐	☐	Urban or Industrial
☐	☐	Open Pasture, Row Crop
☐	☐	Mining or Construction

FLOW REGIME (At Time of Evaluation) (Check ONLY one box):

☒ Stream Flowing	☐ Moist Channel, isolated pools, no flow (Intermittent)
☐ Subsurface flow with isolated pools (Interstitial)	☐ Dry channel, no water (Ephemeral)

Comments

SINUOSITY (Number of bends per 61m (200ft) of channel) (Check ONLY one box):

☐ None	☐ 1.0	☒ 2.0	☐ 3.0
☐ 0.5	☐ 1.5	☐ 2.5	☐ >3

STREAM GRADIENT ESTIMATE

☐ Flat (0.5ft/100ft) ☒ Flat to Moderate ☐ Moderate (2ft/100ft) ☐ Moderate to Severe ☐ Severe (10ft/100ft)

ADDITIONAL STREAM INFORMATION (This Information Must Also be Completed):**s03**QHEI PERFORMED? ☐ Yes ☒ No QHEI Score _____ (If Yes, Attach Completed QHEI Form)

DOWNSTREAM DESIGNATED USE(S)

☐ WWH Name: _____ Distance from Evaluated Stream _____

☐ CWH Name: _____ Distance from Evaluated Stream _____

☐ EWH Name: _____ Distance from Evaluated Stream _____

MAPPING: ATTACH COPIES OF MAPS, INCLUDING THE ENTIRE WATERSHED AREA. CLEARLY MARK THE SITE LOCATION

USGS Quadrangle Name: _____ NRCS Soil Map Page: _____ NRCS Soil Map Stream Order _____

County: _____ Township/City: _____

MISCELLANEOUS

Base Flow Conditions? (Y/N): Y Date of last precipitation: _____ Quantity: _____

Photographer Information: _____

Elevated Turbidity? (Y/N): N Canopy (% open): _____

Were samples collected for water chemistry? (Y/N): N (Note lab sample no. or id. And attach results) Lab Number: _____

Field Measures: Temp (°C) _____ Dissolved Oxygen (mg/l) _____ pH (S.U.) _____ Conductivity (µmhos/cm) _____

Is the sampling reach representative of the stream? (Y/N) Y If not, please explain: _____

Additional comments/description of pollution impacts: _____

BIOTIC EVALUATION

Performed? (Y/N): N (If Yes, Record all observations. Voucher collections optional. NOTE: all voucher samples must be labeled with the site ID number. Include appropriate field data sheets from the Primary Hedwater Habitat Assessment Manual)

Fish observed? (Y/N) N Voucher(Y/N) N Salamander Observed? (Y/N) N Voucher? (Y/N) N

Frogs or Tadpoles Observed? (Y/N) N Voucher(Y/N) N Aquatic Macroinvertebrates Observed? (Y/N) N Voucher? (Y/N) N

Comments Regarding Biology: _____

DRAWING AND NARRATIVE DESCRIPTION OF STREAM REACH (This must be completed):

Include important landmarks and other features of Interest for site evaluation and a narrative description of the stream's location

FLOW →

Site: Cool Creek Park Mitigation Site
 Locale: Westfield, IN
 By: BRH
 File: r:\Projects\15\152\152573100_VSEngineering_WestfieldWestRd\Data\MitSite\coolcreek.inv

FLORISTIC QUALITY DATA	Native	92	80.7%	Adventive	22	19.3%
92 NATIVE SPECIES	Tree	19	16.7%	Tree	2	1.8%
114 Total Species	Shrub	8	7.0%	Shrub	5	4.4%
2.7 NATIVE MEAN C	W-Vine	6	5.3%	W-Vine	1	0.9%
2.2 W/Adventives	H-Vine	0	0.0%	H-Vine	0	0.0%
26.2 NATIVE FQI	P-Forb	35	30.7%	P-Forb	6	5.3%
23.5 W/Adventives	B-Forb	4	3.5%	B-Forb	5	4.4%
-0.1 NATIVE MEAN W	A-Forb	6	5.3%	A-Forb	0	0.0%
0.3 W/Adventives	P-Grass	5	4.4%	P-Grass	3	2.6%
AVG: Faculative	A-Grass	0	0.0%	A-Grass	0	0.0%
	P-Sedge	9	7.9%	P-Sedge	0	0.0%
	A-Sedge	0	0.0%	A-Sedge	0	0.0%
	Fern	0	0.0%	Fern	0	0.0%

ACRONYM	C SCIENTIFIC NAME	W WETNESS	PHYSIOGNOMY	COMMON NAME
ACENEG	1 Acer negundo	-2 FACW-	Nt Tree	BOXELDER
ACESAS	4 Acer saccharum s. saccharum	3 FACU	Nt Tree	SUGAR MAPLE
AESGLA	5 Aesculus glabra	-1 FAC+	Nt Tree	OHIO BUCKEYE
AGRPUB	5 Agrimonia pubescens	5 UPL	Nt P-Forb	SOFT AGRIMONY
ALLPET	0 ALLIARIA PETIOLATA	0 FAC	Ad B-Forb	GARLIC MUSTARD
ALLVIN	0 ALLIUM VINEALE	3 FACU	Ad P-Forb	FIELD GARLIC
AMBARE	0 Ambrosia artemisiifolia v. elatior	3 FACU	Nt A-Forb	COMMON RAGWEED
ASACAN	5 Asarum canadense	5 UPL	Nt P-Forb	CANADA WILD GINGER
ASITRI	6 Asimina triloba	0 FAC	Nt Tree	PAPAW
BIDFRO	1 Bidens frondosa	-3 FACW	Nt A-Forb	COMMON BEGGAR'S TICKS
CXBLAN	1 Carex blanda	0 FAC	Nt P-Sedge	COMMON WOOD SEDGE
CXCRIS	3 Carex cristatella	-4 FACW+	Nt P-Sedge	CRESTED OVAL SEDGE
CXFRAN	2 Carex frankii	-5 OBL	Nt P-Sedge	BRISTLY CATTAIL SEDGE
CXGRIS	3 Carex grisea	5 UPL	Nt P-Sedge	WOOD GRAY SEDGE
CXHYST	5 Carex hystericina	-5 OBL	Nt P-Sedge	PORCUPINE SEDGE
CXSHOR	3 Carex shortiana	-4 FACW+	Nt P-Sedge	SHORT'S SEDGE
CXSTIS	2 Carex stipata v. stipata	-5 OBL	Nt P-Sedge	COMMON FOX SEDGE
CATBIG	0 CATALPA BIGNONIOIDES	3 FACU	Ad Tree	COMMON CATALPA
CELOBR	0 CELASTRUS ORBICULATA	5 UPL	Ad W-Vine	ORIENTAL BITTERSWEET
CELSA	2 Celastrus scandens	3 FACU	Nt W-Vine	CLIMBING BITTERSWEET
CELOCC	3 Celtis occidentalis	1 FAC-	Nt Tree	HACKBERRY
CERCAN	3 Cercis canadensis	3 FACU	Nt Tree	EASTERN REDBUD
CIRARV	0 CIRSIUM ARVENSE	3 FACU	Ad P-Forb	FIELD THISTLE
CIRDIS	3 Cirsium discolor	5 UPL	Nt B-Forb	PASTURE THISTLE
CONCAN	0 Conyza canadensis	1 FAC-	Nt A-Forb	HORSEWEED
CORDRU	2 Cornus drummondii	0 FAC	Nt Shrub	ROUGH-LEAVED DOGWOOD
CORRAC	2 Cornus racemosa	-2 FACW-	Nt Shrub	GRAY DOGWOOD
CRYCAN	3 Cryptotaenia canadensis	0 FAC	Nt P-Forb	HONEWORT
DACGLO	0 DACTYLIS GLOMERATA	3 FACU	Ad P-Grass	ORCHARD GRASS
DAUCAR	0 DAUCUS CAROTA	4 FACU-	Ad B-Forb	QUEEN ANNE'S LACE
ELYHYS	5 Elymus hystrix	5 UPL	Nt P-Grass	BOTTLEBRUSH GRASS
ELYVIL	4 Elymus villosus	3 FACU	Nt P-Grass	HAIRY WILD RYE
ELYVIR	3 Elymus virginicus	-2 FACW-	Nt P-Grass	VIRGINIA WILD RYE
ERIAN	0 Erigeron annuus	1 FAC-	Nt B-Forb	ANNUAL FLEABANE
ERISTR	2 Erigeron strigosus	1 FAC-	Nt P-Forb	DAISY FLEABANE
EUPPER	4 Eupatorium perfoliatum	-4 FACW+	Nt P-Forb	COMMON BONESET
FRAAME	4 Fraxinus americana	3 FACU	Nt Tree	WHITE ASH
GEUCAN	1 Geum canadense	0 FAC	Nt P-Forb	WHITE AVENS
GLEHED	0 GLECHOMA HEDERACEA	3 FACU	Ad P-Forb	GROUND IVY
GLETRI	1 Gleditsia triacanthos	0 FAC	Nt Tree	HONEY LOCUST
GLYSTR	4 Glyceria striata	-5 OBL	Nt P-Grass	FOWL MANNA GRASS
HACVIR	0 Hackelia virginiana	1 FAC-	Nt P-Forb	STICKSEED
IMPCAP	2 Impatiens capensis	-3 FACW	Nt A-Forb	SPOTTED TOUCH-ME-NOT
JUGNIG	2 Juglans nigra	3 FACU	Nt Tree	BLACK WALNUT
JUNDUD	2 Juncus dudleyi	0 FAC	Nt P-Forb	DUDLEY'S RUSH
JUNTEN	0 Juncus tenuis	0 FAC	Nt P-Forb	PATH RUSH
JUNVIR	2 Juniperus virginiana	3 FACU	Nt Tree	EASTERN RED CEDAR
LACBIE	2 Lactuca biennis	0 FAC	Nt B-Forb	TALL BLUE LETTUCE
LEEVI	4 Leersia virginica	-3 FACW	Nt P-Grass	WHITE GRASS
LIGOB	0 LIGUSTRUM OBTUSIFOLIUM	5 UPL	Ad Shrub	BORDER PRIVET
LINBEN	5 Lindera benzoin	-5 OBL	Nt Shrub	HAIRY SPICEBUSH
LIRTUL	4 Liriodendron tulipifera	2 FACU+	Nt Tree	TULIP POPLAR
LOBSIP	3 Lobelia siphilitica	-4 FACW+	Nt P-Forb	GREAT BLUE LOBELIA
LONMAA	0 LONICERA MAACKII	5 UPL	Ad Shrub	AMUR HONEYSUCKLE
LONMOR	0 LONICERA MORROWII	5 UPL	Ad Shrub	MORROW'S HONEYSUCKLE
LYCAME	3 Lycopodium americanus	-5 OBL	Nt P-Forb	COMMON WATER HOREHOUND
LYSCIL	4 Lysimachia ciliata	-3 FACW	Nt P-Forb	FRINGED LOOSESTRIFE

MAIRAC	4	Maianthemum racemosum	3	FACU	Nt	P-Forb	FEATHERY FALSE SOLOMON SEAL
MELALB	0	MELILOTUS ALBA	3	FACU	Ad	B-Forb	WHITE SWEET CLOVER
MELOFC	0	MELILOTUS OFFICINALIS	3	FACU	Ad	B-Forb	YELLOW SWEET CLOVER
MENCAN	3	Menispermum canadense	-1	FAC+	Nt	W-Vine	MOONSEED
MONFIS	3	Monarda fistulosa	3	FACU	Nt	P-Forb	WILD BERGAMOT
MORALB	0	MORUS ALBA	0	FAC	Ad	Tree	WHITE MULBERRY
OENBIE	0	Oenothera biennis	3	FACU	Nt	B-Forb	COMMON EVENING PRIMROSE
OXASTR	0	Oxalis stricta	3	FACU	Nt	P-Forb	TALL WOOD SORREL
PACAU	4	Packera aurea	-3	FACW	Nt	P-Forb	GOLDEN RAGWORT
PACGLA	0	Packera glabella	-5	OBL	Nt	A-Forb	BUTTERWEED
PARQUI	2	Parthenocissus quinquefolia	1	FAC-	Nt	W-Vine	VIRGINIA CREEPER
PASSAT	0	PASTINACA SATIVA	5	UPL	Ad	B-Forb	WILD PARSNIP
PENDIG	4	Penstemon digitalis	1	FAC-	Nt	P-Forb	FOXGLOVE BEARD TONGUE
PHAARU	0	PHALARIS ARUNDINACEA	-4	FACW+	Ad	P-Grass	REED CANARY GRASS
PHRLEP	4	Phryma leptostachya	5	UPL	Nt	P-Forb	LOPSEED
PHYAME	0	Phytolacca americana	1	FAC-	Nt	P-Forb	POKEWEED
PLARUG	0	Plantago rugelii	0	FAC	Nt	A-Forb	RED-STALKED PLANTAIN
PLAOCC	3	Platanus occidentalis	-3	FACW	Nt	Tree	SYCAMORE
POAPRA	0	POA PRATENSIS	1	FAC-	Ad	P-Grass	KENTUCKY BLUE GRASS
POPDEL	1	Populus deltoides	-1	FAC+	Nt	Tree	EASTERN COTTONWOOD
PREALT	5	Prenanthes altissima	3	FACU	Nt	P-Forb	TALL WHITE LETTUCE
PRUSER	1	Prunus serotina	3	FACU	Nt	Tree	WILD BLACK CHERRY
PYCVIR	5	Pycnanthemum virginianum	-4	FACW+	Nt	P-Forb	COMMON MOUNTAIN MINT
QUEPAL	3	Quercus palustris	-3	FACW	Nt	Tree	PIN OAK
QUERUB	4	Quercus rubra	3	FACU	Nt	Tree	NORTHERN RED OAK
ROSMUL	0	ROSA MULTIFLORA	3	FACU	Ad	Shrub	JAPANESE ROSE
ROSSET	4	Rosa setigera	2	FACU+	Nt	Shrub	ILLINOIS ROSE
RUBOCC	1	Rubus occidentalis	3	FACU	Nt	Shrub	BLACK RASPBERRY
RUMCRI	0	RUMEX CRISPUS	-1	FAC+	Ad	P-Forb	CURLY DOCK
RUMOBT	0	RUMEX OBTUSIFOLIUS	-3	FACW	Ad	P-Forb	BITTER DOCK
SALINT	1	Salix interior	-5	OBL	Nt	Shrub	SANDBAR WILLOW
SALNIG	3	Salix nigra	-5	OBL	Nt	Tree	BLACK WILLOW
SAMNIC	2	Sambucus nigra s. canadensis	4	FACU-	Nt	Shrub	COMMON ELDERBERRY
SAMVAL	5	Samolus valerandi	-5	OBL	Nt	P-Forb	WATER PIMPERNEL
SANMAR	6	Sanicula marilandica	5	UPL	Nt	P-Forb	BLACK SNAKEROOT
SCIATR	4	Scirpus atrovirens	-5	OBL	Nt	P-Sedge	DARK-GREEN BULRUSH
SCIPEN	2	Scirpus pendulus	-5	OBL	Nt	P-Sedge	RED BULRUSH
SILPER	4	Silphium perfoliatum	-2	FACW-	Nt	P-Forb	CUP PLANT
SMIHIS	3	Smilax hispida	0	FAC	Nt	W-Vine	BRISTLY GREEN BRIER
SOLALT	0	Solidago altissima	3	FACU	Nt	P-Forb	TALL GOLDENROD
SOLGIG	4	Solidago gigantea	-3	FACW	Nt	P-Forb	LATE GOLDENROD
SYMLAN	3	Symphotrichum lanceolatum	-5	OBL	Nt	P-Forb	PANICLED ASTER
SYMLAT	3	Symphotrichum lateriflorum	-2	FACW-	Nt	P-Forb	SIDE-FLOWERING ASTER
TAROFF	0	TARAXACUM OFFICINALE	3	FACU	Ad	P-Forb	COMMON DANDELION
TEUCAC	3	Teucrium canadense v. canadense	-2	FACW-	Nt	P-Forb	AMERICAN GERMANDER
TOVVIR	3	Tovara virginiana	0	FAC	Nt	P-Forb	VIRGINIA KNOTWEED
TOXRAN	1	Toxicodendron radicans s. negundo	5	UPL	Nt	W-Vine	EASTERN POISON VY
TRASUB	4	Tradescantia subaspera	5	UPL	Nt	P-Forb	BROAD-LEAVED SPIDERWORT
ULMAME	3	Ulmus americana	-2	FACW-	Nt	Tree	AMERICAN ELM
ULMRUB	3	Ulmus rubra	0	FAC	Nt	Tree	SLIPPERY ELM
VERURU	3	Verbena urticifolia v. urticifolia	-1	FAC+	Nt	P-Forb	WHITE VERVIAN
VERALT	3	Verbesina alternifolia	-3	FACW	Nt	P-Forb	WINGSTEM
VERGIG	2	Vernonia gigantea	0	FAC	Nt	P-Forb	TALL IRONWEED
VIBOPO	0	VIBURNUM OPULUS v. OPULUS	0	FAC	Ad	Shrub	EUROPEAN HIGH-BUSH CRANBERRY
VIBPRU	4	Viburnum prunifolium	3	FACU	Nt	Shrub	BLACK HAW
VIOPUB	5	Viola pubescens	4	FACU-	Nt	P-Forb	DOWNY YELLOW VIOLET
VITRIP	1	Vitis riparia	-2	FACW-	Nt	W-Vine	RIVERBANK GRAPE



Primary Headwater Habitat Evaluation Form

HHEI Score (sum of metrics 1, 2, 3) :

26

SITE NAME/LOCATION Cool Creek Stream Mitigation

SITE NUMBER S01 RIVER BASIN DRAINAGE AREA (mi²) <1

LENGTH OF STREAM REACH (ft) LAT. LONG. RIVER CODE RIVER MILE

DATE 6/25/2015 SCORER Ben Hess COMMENTS

NOTE: Complete All Items On This Form - Refer to "Field Evaluation Manual for Ohio's PHWH Streams" for Instructions

STREAM CHANNEL MODIFICATIONS ☐ None / Natural Channel ☐ Recovered ☒ Recovering ☐ Recent or No Recovery

1. **SUBSTRATE** (Estimate percent of every type of substrate present. Check ONLY two predominant substrate TYPE boxes (Max of 40). Add total number of significant substrate types found (Max of 8). Final metric score is sum of boxes A & B.

TYPE	PERCENT	TYPE	PERCENT
☐ BLDR SLABS [16 PTS]		☒ SILT [3 PTS]	75
☐ BOULDER (>256 mm) [16 PTS]		☐ LEAF PACK/WOODY DEBRIS [3 PTS]	
☐ BEDROCK [16 PTS]		☐ FINE DETRITUS [3 PTS]	
☐ COBBLE (65-256 mm) [12 PTS]		☐ CLAY or HARDPAN [0 PTS]	5
☒ GRAVEL (2-64 mm) [9 PTS]	15	☐ MUCK [0 PTS]	
☐ SAND (<2 mm) [6 PTS]	5	☐ ARTIFICIAL [3 PTS]	

Total of Percentages of Bldr Slabs, Boulder, Cobble, Bedrock 0 (A)

SCORE OF TWO MOST PREDOMINANT SUBSTRATE TYPES:

12

TOTAL NUMBER OF SUBSTRATE TYPES:

(B)

4

HHEI
Metric
PointsSubstrate
Max = 40

16

A + B

2. **Maximum Pool Depth** (Measure the maximum pool depth within the 61 meter (200 ft) evaluation reach at the time of evaluation. Avoid plunge pools from road culverts or storm water pipes) (Check ONLY one box):

☐ >30 centimeters [20 PTS]	☐ >5 cm - 10 cm [15 PTS]
☐ >22.5 - 30 cm [30 PTS]	☒ ≤5 cm [5 PTS]
☐ >10 - 22.5 cm [25 PTS]	☐ NO WATER OR MOIST CHANNEL [0 PTS]

COMMENTS

MAXIMUM POOL DEPTH (centimeters):

3

5

Pool Depth
Max = 30

3. **BANK FULL WIDTH** (Measured as the average of 3-4 measurements) (Check ONLY one box):

☐ >4.0 meters (>13') [30 PTS]	☐ >1.0 m - 1.5 m (>3' 3" - 4' 8") [15 PTS]
☐ >3.0 m - 4.0 m (>9' 7" - 13') [25 PTS]	☒ ≤1.0 m (≤3' 3") [5 PTS]
☐ >1.5 m - 3.0 m (>4' 8" - 9' 7") [20 PTS]	

COMMENTS

AVERAGE BANKFULL WIDTH (meters)

0.6

5

Bankfull
Width
Max = 30

This information must also be completed

RIPARIAN ZONE AND FLOODPLAIN QUALITY * NOTE: River Left (L) and Right (R) as looking downstream

RIPARIAN WIDTH
(Per Bank)

- L R
- ☒ Wide >10 m
- ☐ Moderate 5 - 10 m
- ☐ Narrow <5 m
- ☐ None

Comments

FLOODPLAIN QUALITY

- L R (Most Predominant per Bank)
- ☐ Mature Forest, Wetland
- ☐ Immature Forest, Shrub or Old Field
- ☐ Residential, Park, New Field
- ☐ Fenced Pasture

- L R
- ☐ Conservation Tillage
- ☐ Urban or Industrial
- ☐ Open Pasture, Row Crop
- ☐ Mining or Construction

FLOW REGIME (At Time of Evaluation) (Check ONLY one box):

- ☐ Stream Flowing
- ☐ Subsurface flow with isolated pools (Interstitial)
- ☐ Moist Channel, isolated pools, no flow (Intermittent)
- ☒ Dry channel, no water (Ephemeral)

Comments

SINUOSITY (Number of bends per 61m (200ft) of channel) (Check ONLY one box):

- ☐ None ☐ 1.0 ☐ 2.0 ☐ 3.0
- ☒ 0.5 ☐ 1.5 ☐ 2.5 ☐ >3

STREAM GRADIENT ESTIMATE

- ☐ Flat (0.5ft/100ft) ☒ Flat to Moderate ☐ Moderate (2ft/100ft) ☐ Moderate to Severe ☐ Severe (10ft/100ft)

ADDITIONAL STREAM INFORMATION (This Information Must Also be Completed):**S01**QHEI PERFORMED? ☐ Yes ☒ No QHEI Score _____ (If Yes, Attach Completed QHEI Form)

DOWNSTREAM DESIGNATED USE(S)

☐ WWH Name: _____ Distance from Evaluated Stream _____

☐ CWH Name: _____ Distance from Evaluated Stream _____

☐ EWH Name: _____ Distance from Evaluated Stream _____

MAPPING: ATTACH COPIES OF MAPS, INCLUDING THE ENTIRE WATERSHED AREA. CLEARLY MARK THE SITE LOCATION

USGS Quadrangle Name: _____ NRCS Soil Map Page: _____ NRCS Soil Map Stream Order _____

County: _____ Township/City: _____

MISCELLANEOUS

Base Flow Conditions? (Y/N): Y Date of last precipitation: _____ Quantity: _____

Photographer Information: _____

Elevated Turbidity? (Y/N): N Canopy (% open): _____

Were samples collected for water chemistry? (Y/N): N (Note lab sample no. or id. And attach results) Lab Number: _____

Field Measures: Temp (°C) _____ Dissolved Oxygen (mg/l) _____ pH (S.U.) _____ Conductivity (µmhos/cm) _____

Is the sampling reach representative of the stream? (Y/N) Y If not, please explain: _____

Additional comments/description of pollution impacts: _____

BIOTIC EVALUATION

Performed? (Y/N): N (If Yes, Record all observations. Voucher collections optional. NOTE: all voucher samples must be labeled with the site ID number. Include appropriate field data sheets from the Primary Hedwater Habitat Assessment Manual)

Fish observed? (Y/N) N Voucher(Y/N) N Salamander Observed? (Y/N) N Voucher? (Y/N) N

Frogs or Tadpoles Observed? (Y/N) N Voucher(Y/N) N Aquatic Macroinvertebrates Observed? (Y/N) N Voucher? (Y/N) N

Comments Regarding Biology: _____

DRAWING AND NARRATIVE DESCRIPTION OF STREAM REACH (This must be completed):

Include important landmarks and other features of Interest for site evaluation and a narrative description of the stream's location

FLOW →



Primary Headwater Habitat Evaluation Form

HHEI Score (sum of metrics 1, 2, 3) :

60

SITE NAME/LOCATION Cool Creek Stream Mitigation

SITE NUMBER _____ S02 RIVER BASIN _____ DRAINAGE AREA (mi²) <1
 LENGTH OF STREAM REACH (ft) _____ LAT. _____ LONG. _____ RIVER CODE _____ RIVER MILE _____
 DATE 6/25/2015 SCORER Ben Hess COMMENTS _____

NOTE: Complete All Items On This Form - Refer to "Field Evaluation Manual for Ohio's PHWH Streams" for Instructions

STREAM CHANNEL MODIFICATIONS ☒ None / Natural Channel ☐ Recovered ☐ Recovering ☐ Recent or No Recovery

1. **SUBSTRATE** (Estimate percent of every type of substrate present. Check ONLY two predominant substrate TYPE boxes (Max of 40). Add total number of significant substrate types found (Max of 8). Final metric score is sum of boxes A & B.

TYPE	PERCENT	TYPE	PERCENT
☐ BLDR SLABS [16 PTS]		☐ SILT [3 PTS]	10
☐ BOULDER (>256 mm) [16 PTS]	10	☐ LEAF PACK/WOODY DEBRIS [3 PTS]	
☐ BEDROCK [16 PTS]		☐ FINE DETRITUS [3 PTS]	
☐ COBBLE (65-256 mm) [12 PTS]	10	☐ CLAY or HARDPAN [0 PTS]	
☒ GRAVEL (2-64 mm) [9 PTS]	40	☐ MUCK [0 PTS]	
☒ SAND (<2 mm) [6 PTS]	30	☐ ARTIFICIAL [3 PTS]	

Total of Percentages of
Bldr Slabs, Boulder, Cobble, Bedrock 20 (A)

SCORE OF TWO MOST PREDOMINANT SUBSTRATE TYPES:

15

TOTAL NUMBER OF SUBSTRATE TYPES:

(B)

5

HHEI
Metric
PointsSubstrate
Max = 40

20

A + B

2. **Maximum Pool Depth** (Measure the maximum pool depth within the 61 meter (200 ft) evaluation reach at the time of evaluation. Avoid plunge pools from road culverts or storm water pipes) (Check ONLY one box):

☒ >30 centimeters [20 PTS]	☐ >5 cm - 10 cm [15 PTS]
☐ >22.5 - 30 cm [30 PTS]	☐ ≤5 cm [5 PTS]
☐ >10 - 22.5 cm [25 PTS]	☐ NO WATER OR MOIST CHANNEL [0 PTS]

COMMENTS _____

MAXIMUM POOL DEPTH (centimeters):

60

Pool Depth
Max = 30

20

3. **BANK FULL WIDTH** (Measured as the average of 3-4 measurements) (Check ONLY one box):

☐ >4.0 meters (>13') [30 PTS]	☐ >1.0 m - 1.5 m (>3' 3" - 4' 8") [15 PTS]
☐ >3.0 m - 4.0 m (>9' 7" - 13') [25 PTS]	☐ ≤1.0 m (≤3' 3") [5 PTS]
☒ >1.5 m - 3.0 m (>4' 8" - 9' 7") [20 PTS]	

COMMENTS _____

AVERAGE BANKFULL WIDTH (meters)

2.0

Bankfull
Width
Max = 30

20

This information must also be completed

RIPARIAN ZONE AND FLOODPLAIN QUALITY * NOTE: River Left (L) and Right (R) as looking downstream

RIPARIAN WIDTH
(Per Bank)

- L R
☒ Wide >10 m
☐ Moderate 5 - 10 m
☐ Narrow <5 m
☐ None

Comments _____

FLOODPLAIN QUALITY
(Most Predominant per Bank)

- L R
☐ Mature Forest, Wetland
☐ Immature Forest, Shrub or Old Field
☐ Residential, Park, New Field
☐ Fenced Pasture

- L R
☐ Conservation Tillage
☐ Urban or Industrial
☐ Open Pasture, Row Crop
☐ Mining or Construction

FLOW REGIME (At Time of Evaluation) (Check ONLY one box):

- ☐ Stream Flowing
☐ Subsurface flow with isolated pools (Interstitial)
☒ Moist Channel, isolated pools, no flow (Intermittent)
☒ Dry channel, no water (Ephemeral)

Comments _____

SINUOSITY (Number of bends per 61m (200ft) of channel) (Check ONLY one box):

- ☐ None ☒ 1.0 ☐ 2.0 ☐ 3.0
☐ 0.5 ☐ 1.5 ☐ 2.5 ☐ >3

STREAM GRADIENT ESTIMATE

- ☒ Flat (0.5ft/100ft) ☐ Flat to Moderate ☐ Moderate (2ft/100ft) ☐ Moderate to Severe ☐ Severe (10ft/100ft)

ADDITIONAL STREAM INFORMATION (This Information Must Also be Completed):**S02**QHEI PERFORMED? ☐ Yes ☒ No QHEI Score _____ (If Yes, Attach Completed QHEI Form)

DOWNSTREAM DESIGNATED USE(S)

☐ WWH Name: _____ Distance from Evaluated Stream _____

☐ CWH Name: _____ Distance from Evaluated Stream _____

☐ EWH Name: _____ Distance from Evaluated Stream _____

MAPPING: ATTACH COPIES OF MAPS, INCLUDING THE ENTIRE WATERSHED AREA. CLEARLY MARK THE SITE LOCATION

USGS Quadrangle Name: _____ NRCS Soil Map Page: _____ NRCS Soil Map Stream Order _____

County: _____ Township/City: _____

MISCELLANEOUS

Base Flow Conditions? (Y/N): Y Date of last precipitation: _____ Quantity: _____

Photographer Information: _____

Elevated Turbidity? (Y/N): N Canopy (% open): _____

Were samples collected for water chemistry? (Y/N): N (Note lab sample no. or id. And attach results) Lab Number: _____

Field Measures: Temp (°C) _____ Dissolved Oxygen (mg/l) _____ pH (S.U.) _____ Conductivity (µmhos/cm) _____

Is the sampling reach representative of the stream? (Y/N) Y If not, please explain: _____

Additional comments/description of pollution impacts: _____

BIOTIC EVALUATION

Performed? (Y/N): N (If Yes, Record all observations. Voucher collections optional. NOTE: all voucher samples must be labeled with the site ID number. Include appropriate field data sheets from the Primary Hedwater Habitat Assessment Manual)

Fish observed? (Y/N) N Voucher(Y/N) N Salamander Observed? (Y/N) N Voucher? (Y/N) N

Frogs or Tadpoles Observed? (Y/N) N Voucher(Y/N) N Aquatic Macroinvertebrates Observed? (Y/N) N Voucher? (Y/N) N

Comments Regarding Biology: _____

DRAWING AND NARRATIVE DESCRIPTION OF STREAM REACH (This must be completed):

Include important landmarks and other features of Interest for site evaluation and a narrative description of the stream's location

FLOW →



Primary Headwater Habitat Evaluation Form

HHEI Score (sum of metrics 1, 2, 3) :

70

SITE NAME/LOCATION Cool Creek Mitigation Site

SITE NUMBER S02 RIVER BASIN DRAINAGE AREA (mi²) <1

LENGTH OF STREAM REACH (ft) LAT. LONG. RIVER CODE RIVER MILE

DATE 6/25/2015 SCORER Ben Hess COMMENTS

NOTE: Complete All Items On This Form - Refer to "Field Evaluation Manual for Ohio's PHWH Streams" for Instructions

STREAM CHANNEL
MODIFICATIONS
☒ None / Natural Channel
 ☐ Recovered
 ☐ Recovering
 ☐ Recent or No Recovery

1. **SUBSTRATE** (Estimate percent of every type of substrate present. Check ONLY two predominant substrate TYPE boxes (Max of 40). Add total number of significant substrate types found (Max of 8). Final metric score is sum of boxes A & B.

TYPE	PERCENT	TYPE	PERCENT
☐ BLDR SLABS [16 PTS]		☐ SILT [3 PTS]	10
☐ BOULDER (>256 mm) [16 PTS]		☐ LEAF PACK/WOODY DEBRIS [3 PTS]	
☐ BEDROCK [16 PTS]		☐ FINE DETRITUS [3 PTS]	
☐ COBBLE (65-256 mm) [12 PTS]	20	☐ CLAY or HARDPAN [0 PTS]	20
☒ GRAVEL (2-64 mm) [9 PTS]	25	☐ MUCK [0 PTS]	
☒ SAND (<2 mm) [6 PTS]	25	☐ ARTIFICIAL [3 PTS]	

 Total of Percentages of
Bldr Slabs, Boulder, Cobble, Bedrock 20 (A)

SCORE OF TWO MOST PREDOMINANT SUBSTRATE TYPES:

15

TOTAL NUMBER OF SUBSTRATE TYPES:

(B)

5

HHEI
Metric
PointsSubstrate
Max = 40

20

A + B

2. **Maximum Pool Depth** (Measure the maximum pool depth within the 61 meter (200 ft) evaluation reach at the time of evaluation. Avoid plunge pools from road culverts or storm water pipes) (Check ONLY one box):

☐ >30 centimeters [20 PTS]	☐ >5 cm - 10 cm [15 PTS]
☒ >22.5 - 30 cm [30 PTS]	☐ ≤5 cm [5 PTS]
☐ >10 - 22.5 cm [25 PTS]	☐ NO WATER OR MOIST CHANNEL [0 PTS]

COMMENTS

MAXIMUM POOL DEPTH (centimeters):

30

30

Pool Depth
Max = 30

3. **BANK FULL WIDTH** (Measured as the average of 3-4 measurements) (Check ONLY one box):

☐ >4.0 meters (>13') [30 PTS]	☐ >1.0 m - 1.5 m (>3' 3" - 4' 8") [15 PTS]
☐ >3.0 m - 4.0 m (>9' 7" - 13') [25 PTS]	☐ ≤1.0 m (≤3' 3") [5 PTS]
☒ >1.5 m - 3.0 m (>4' 8" - 9' 7") [20 PTS]	

COMMENTS

AVERAGE BANKFULL WIDTH (meters)

2.0

20

Bankfull
Width
Max = 30This information must also be completed

RIPARIAN ZONE AND FLOODPLAIN QUALITY * NOTE: River Left (L) and Right (R) as looking downstream

RIPARIAN WIDTH
(Per Bank)

- L R
- ☒ Wide >10 m
- ☐ Moderate 5 - 10 m
- ☐ Narrow <5 m
- ☐ None

Comments

FLOODPLAIN QUALITY

(Most Predominant per Bank)

- L R
- ☐ Mature Forest, Wetland
- ☐ Immature Forest, Shrub or Old Field
- ☐ Residential, Park, New Field
- ☐ Fenced Pasture

L R

- ☐ Conservation Tillage
- ☐ Urban or Industrial
- ☐ Open Pasture, Row Crop
- ☐ Mining or Construction

FLOW REGIME (At Time of Evaluation) (Check ONLY one box):

- ☐ Stream Flowing
- ☐ Subsurface flow with isolated pools (Interstitial)
- ☐ Moist Channel, isolated pools, no flow (Intermittent)
- ☒ Dry channel, no water (Ephemeral)

Comments

SINUOSITY (Number of bends per 61m (200ft) of channel) (Check ONLY one box):

- ☐ None
- ☐ 0.5
- ☐ 1.0
- ☒ 1.5
- ☐ 2.0
- ☐ 2.5
- ☐ 3.0
- ☐ >3

STREAM GRADIENT ESTIMATE

- ☒ Flat (0.5ft/100ft)
- ☐ Flat to Moderate
- ☐ Moderate (2ft/100ft)
- ☐ Moderate to Severe
- ☐ Severe (10ft/100ft)

ADDITIONAL STREAM INFORMATION (This Information Must Also be Completed):**S02**QHEI PERFORMED? ☐ Yes ☒ No QHEI Score _____ (If Yes, Attach Completed QHEI Form)

DOWNSTREAM DESIGNATED USE(S)

☐ WWH Name: _____ Distance from Evaluated Stream _____

☐ CWH Name: _____ Distance from Evaluated Stream _____

☐ EWH Name: _____ Distance from Evaluated Stream _____

MAPPING: ATTACH COPIES OF MAPS, INCLUDING THE ENTIRE WATERSHED AREA. CLEARLY MARK THE SITE LOCATION

USGS Quadrangle Name: _____ NRCS Soil Map Page: _____ NRCS Soil Map Stream Order _____

County: _____ Township/City: _____

MISCELLANEOUS

Base Flow Conditions? (Y/N): Y Date of last precipitation: _____ Quantity: _____

Photographer Information: _____

Elevated Turbidity? (Y/N): N Canopy (% open): _____

Were samples collected for water chemistry? (Y/N): N (Note lab sample no. or id. And attach results) Lab Number: _____

Field Measures: Temp (°C) _____ Dissolved Oxygen (mg/l) _____ pH (S.U.) _____ Conductivity (µmhos/cm) _____

Is the sampling reach representative of the stream? (Y/N) Y If not, please explain: _____

Additional comments/description of pollution impacts: _____

BIOTIC EVALUATION

Performed? (Y/N): N (If Yes, Record all observations. Voucher collections optional. NOTE: all voucher samples must be labeled with the site ID number. Include appropriate field data sheets from the Primary Hedwater Habitat Assessment Manual)

Fish observed? (Y/N) N Voucher(Y/N) N Salamander Observed? (Y/N) N Voucher? (Y/N) N

Frogs or Tadpoles Observed? (Y/N) N Voucher(Y/N) N Aquatic Macroinvertebrates Observed? (Y/N) N Voucher? (Y/N) N

Comments Regarding Biology: _____

DRAWING AND NARRATIVE DESCRIPTION OF STREAM REACH (This must be completed):

Include important landmarks and other features of Interest for site evaluation and a narrative description of the stream's location

FLOW →

WETLAND DETERMINATION DATA FORM -- Midwest Region

Project/Site: Cool Creek Mitigation Site City/County: Westfield/Hamilton Sampling Date: 6/25/2015
 Applicant/Owner: City of Westfield State: IN Sampling Point: dp01
 Investigator(s): BRH Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): stream terrace Local relief (concave, convex, none): none
 Slope (%): 1% Lat: _____ Long: _____ Datum: NAD83 UTM16N
 Soil Map Unit Name: Miami silt loam, 6-12% slopes, eroded NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)
 Are Vegetation N, Soil N, or Hydrology N significantly disturbed? Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation N, Soil N, or Hydrology N naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS -- Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes <u>X</u>	No _____	Is the Sampled Area within a Wetland?	Yes <u>X</u>	No _____
Hydric Soil Present?	Yes <u>X</u>	No _____			
Wetland Hydrology Present?	Yes <u>X</u>	No _____			
Remarks:					

VEGETATION -- Use scientific names of plants.

Tree Stratum (Plot size: <u>30'</u> radius)				Dominance Test worksheet:	
	Absolute % Cover	Dominant Species?	Indicator Status		
1. <u>Ulmus americana</u>	10%	Yes	FACW	Number of Dominant Species	
2. <u>Acer saccharum</u>	10%	Yes	FACU	That Are OBL, FACW, or FAC: <u>4</u> (A)	
3. <u>Acer negundo</u>	5%	Yes	FAC	Total Number of Dominant	
4. _____				Species Across All Strata: <u>7</u> (B)	
5. _____				Percent of Dominant Species	
	25%	= Total Cover		That Are OBL, FACW, or FAC: <u>57%</u> (A/B)	
Sapling/Shrub Stratum (Plot size: <u>15'</u> radius)				Prevalence Index worksheet:	
				Total % Cover of: _____ Multiply by: _____	
1. <u>Lonicera maackii</u>	20%	Yes	UPL	That Are OBL, FACW, or FAC: _____ A/B	
2. <u>Salix interior</u>	35%	Yes	FACW	OBL species <u>30%</u> x1 = <u>0.3</u>	
3. _____				FACW species <u>90%</u> x2 = <u>1.8</u>	
4. _____				FAC species <u>5%</u> x3 = <u>0.15</u>	
5. _____				FACU species <u>25%</u> x4 = <u>1</u>	
	55%	= Total Cover		UPL species <u>20%</u> x5 = <u>1</u>	
				Column Totals: <u>1.70</u> (A) <u>4.25</u> (B)	
				Prevalence Index = B/A = <u>2.50</u>	
Herb Stratum (Plot size: <u>5'</u> radius)				Hydrophytic Vegetation Indicators:	
				1-Rapid Test for Hydrophytic Vegetation <u>X</u> 2-Dominance Test is >50% <u>X</u> 3-Prevalence Index is ≤3.0 ¹ 4-Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) Problematic Hydrophytic Vegetation ¹ (Explain)	
1. <u>Carex cristatella</u>	40%	Yes	FACW		
2. <u>Scirpus pendulus</u>	10%	No	OBL		
3. <u>Carex frankii</u>	10%	No	OBL		
4. <u>Erigeron annuus</u>	15%	Yes	FACU		
5. <u>Verbesina alternifolia</u>	5%	No	FACW		
6. <u>Glyceria striata</u>	5%	No	OBL		
7. <u>Lobelia siphilitica</u>	5%	No	OBL		
8. _____					
9. _____					
10. _____					
11. _____					
12. _____					
13. _____					
14. _____					
15. _____					
16. _____					
17. _____					
18. _____					
19. _____					
20. _____					
	90%	= Total Cover		¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.	
Woody Vine Stratum (Plot size: <u>30'</u> radius)				Hydrophytic Vegetation Present? Yes <u>X</u> No _____	
1. _____					
2. _____					
		= Total Cover			
Remarks: (Include photo numbers here or on a separate sheet.)					

SOIL

Sampling Point: dp01

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-20"	10yr 4/2	95	10YR 4/4	5	C	M	Silty Clay Loam	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. ²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:		Indicators for Problematic Hydric Soils ³ :	
☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)	☐ Coast Prairie Redox (A16)	³ Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)	☐ Iron-Manganese Masses (F12)	
☐ Black Histic (A3)	☐ Stripped Matrix (S6)	☐ Dark Surface (S7)	
☐ Hydrogen Sulfide (A4)	☐ Loamy Mucky Mineral (F1)	☐ Very Shallow Dark Surface (TF12)	
☐ Stratified Layers (A5)	☐ Loamy Gleyed Matrix (F2)	☐ Other (Explain in Remarks)	
☐ 2 cm Muck (A10)	☒ Depleted Matrix (F3)		
☐ Depleted Below Dark Surface (A11)	☐ Redox Dark Surface (F6)		
☐ Thick Dark Surface (A12)	☐ Depleted Dark Surface (F7)		
☐ Sandy Mucky Mineral (S1)	☐ Redox Depressions (F8)		
☐ 5 cm Mucky Peat or Peat (S3)			

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes ☒ No ☐

Remarks: _____

HYDROLOGY

Wetland Hydrology Indicators:			
Primary Indicators (minimum of one is required: check all that apply)		Secondary Indicators (minimum of two required)	
☐ Surface Water (A1)	☐ Water-Stained Leaves (B9)	☐ Surface Soil Cracks (B6)	
☒ High Water Table (A2)	☐ Aquatic Fauna (B13)	☐ Drainage Patterns (B10)	
☒ Saturation (A3)	☐ True Aquatic Plants (B14)	☐ Dry-Season Water Table (C2)	
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)	☐ Crayfish Burrows (C8)	
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)	☐ Saturation Visible on Aerial Imagery (C9)	
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)	☐ Stunted or Stressed Plants (D1)	
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)	☐ Geomorphic Position (D2)	
☐ Iron Deposits (B5)	☐ Thin Muck Surface (C7)	☐ FAC-Neutral Test (D5)	
☐ Inundation Visible on Aerial Imagery (B7)	☐ Gauge or Well Data (D9)		
☐ Sparsely Vegetated Concave Surface (B8)	☐ Other (Explain in Remarks)		

Field Observations:			
Surface Water Present?	Yes ☐ No ☒	Depth (inches):	N/A
Water Table Present?	Yes ☒ No ☐	Depth (inches):	6"
Saturation Present?	Yes ☒ No ☐	Depth (inches):	Surface
(includes capillary fringe)			
Wetland Hydrology Present?		Yes ☒ No ☐	

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: _____

Westfield Boulevard Extension

APPENDIX F

WETLAND MITIGATION BANK AGREEMENT

WETLANDS MITIGATION CREDIT PURCHASE AGREEMENT

THIS WETLANDS MITIGATION CREDIT PURCHASE AGREEMENT (this "Agreement") is made as of this 17th day of June, 2015 ("Effective Date"), by and between **CENTRAL INDIANA MITIGATION PROVIDERS, LLC**, as seller ("Seller") and **CITY OF WESTFIELD, WESTFIELD, INDIANA**, as purchaser ("Purchaser").

RECITALS

A. Seller is the owner of certain property more particularly shown and described on Exhibit A, on which Seller operates a wetlands mitigation site known as the Central Indiana Mitigation Bank (the "Mitigation Site"). The establishment, use, operation and maintenance of the Mitigation Site are subject to the requirements of that certain Central Indiana Wetland Mitigation Bank Banking Instrument ("MBI") approved by the Interagency Review Team (as defined in the MBI) on March 9, 2009. A copy of which is available upon request.

B. Pursuant to the requirements of the Clean Water Act and regulations promulgated thereunder, Purchaser must mitigate for impacts to **0.00 acres** of emergent wetlands, **0.00 acres** scrub-shrub, **0.186 acres** of forested wetlands and on certain property commonly known as **Westfield Boulevard Extension, Westfield, Indiana** located in **HAMILTON** County, Indiana (the "Development Impacts").

C. Seller desires to sell, and Purchaser desires to buy **0.00 acres** of **emergent wetlands** bank credits and **0.28 acres** of **forested wetlands** bank credits ("Purchased Credits") generated from the Mitigation Site for Purchaser to mitigate for the Development Impacts, as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree to the following terms and conditions:

1. **Sale of Credits**. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, convey and transfer to Purchaser, and Purchaser agrees to purchase from Seller, the Purchased Credits, solely to mitigate for the Development Impacts. The parties acknowledge that the Section 404 permit process, and, if necessary, the Section 401 certification process under the Clean Water Act must be completed prior to Closing (defined below) and agree that this Agreement may be used to document Purchaser's mitigation plan for its Development Impacts. Purchaser covenants to diligently pursue, if applicable, IDEM approval of Purchaser's mitigation plan for its Development Impacts.

2. **Purchase Price**. The purchase price for each Purchased Credit shall be **Eighty Thousand Dollars (\$80,000.00)**, for a total purchase price of **Twenty Two Thousand Four Hundred Dollars (\$22,400.00)** (the "Purchase Price") for **0.28 credits**. The Purchase Price includes all costs associated with monitoring and maintaining the wetlands comprising the Mitigation Site for such period of time as the Indiana Department of Environmental Management ("IDEM") or the Army Corps of Engineers

("Corps") shall require in their permit, water quality certification or regulations, preparing and/or recording such instruments as may be necessary to confirm the sale and allocation of the Purchased Credits to Purchaser and preparing such annual monitoring reports as may be required to document the continued viability of the wetlands comprising the Mitigation Site. The Purchase Price shall be payable as follows:

(a) Deposit. Simultaneous with Purchaser's execution and delivery to Seller of this Agreement, Purchaser shall deliver to Seller a cash deposit in the amount of **Eleven Thousand Two Hundred Dollars (\$11,200.00)** (the "Deposit"). The Deposit shall, except as otherwise provided herein, be non-refundable and shall be applied toward the Purchase Price at Closing.

(b) Balance of Purchase Price. Purchaser shall pay the balance of the Purchase Price to Seller at Closing.

3. Closing. Closing on the purchase and sale of the Purchased Credits ("Closing") shall electronically or at a location as is reasonably acceptable to Purchaser and Seller, not more than fifteen (15) days from Purchaser's receipt of written confirmation from the Corps, and, if applicable, IDEM, approving mitigation of the Development Impacts through purchase of the Purchased Credits, unless otherwise agreed by the parties. Notwithstanding any provision of this Agreement to the contrary, if the Closing has not occurred within thirty (30) days after the Effective Date, Seller, in its sole discretion, may terminate this Agreement at any time without any rights, obligations or liability to Purchaser whatsoever, and, effective upon such termination, Purchaser shall forfeit the Deposit and Seller shall be entitled to retain the Deposit.

4. **Seller's Deliveries**.

(a) At Closing, Seller shall deliver to Purchaser a bill of sale, in proper form, evidencing the sale of the Purchased Credits to Purchaser.

(b) Not more than ten (10) calendar days following Closing, Seller shall deliver, or cause to be delivered, to Purchaser a copy of Seller's ledger entry, or other documentation in a form satisfactory to the parties, recording the sale of the Purchased Credits to Purchaser as provided herein and debiting the Purchased Credits sold to Purchaser against the outstanding wetland bank credits generated from the Mitigation Site (the "Credits"), in accordance with the MBI.

5. **Closing Costs**. Seller shall pay the cost of preparing the bill of sale, any taxes and costs customarily paid by sellers of Credits, and Seller's attorney's fees. Purchaser shall pay the cost of any inspections and investigations, any taxes and costs customarily paid by purchasers of Credits, Purchaser's attorney's fees and other costs of Closing, if any.

6. **Effect of Condemnation, Regulatory Action or Force Majeure**.

(a) Condemnation. If the Mitigation Site or any part thereof is taken prior to Closing pursuant to eminent domain proceedings, or if such proceedings are commenced prior to Closing, and as a result the Seller determines that it will be unable to transfer the Purchased Credits to Purchaser at Closing as specified in this Agreement, then either party may terminate this Agreement by providing written notice thereof to the

other at any time prior to Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

(b) Regulatory Action.

(i) If Seller is unable to transfer the Purchased Credits to Purchaser as provided in this Agreement because of the action or order of any regulatory agency, regardless of whether or not Seller has contested or challenged such action or order, either party may terminate this Agreement by providing written notice to the other party at any time prior to Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

(ii) If Purchaser is prevented by any regulatory agency from acquiring the Purchased Credits from Seller as provided in this Agreement, or if Purchaser's mitigation plan for its Development Impacts is not approved, despite Purchaser's diligent efforts, either party may terminate this Agreement by providing written notice to the other party at any time prior to Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

(c) Force Majeure. If Seller determines that Seller will be unable to transfer the Purchased Credits, or any part thereof, to Purchaser at Closing as provided in this Agreement because of damage to or loss of the Mitigation Site resulting from fire, flood, storm, drought or other natural disaster, or from any other cause that is not the fault of Seller and is beyond Seller's reasonable ability to prevent or control (a "Force Majeure Event"), Seller shall notify Purchaser that Seller is unable to transfer the Purchased Credits as a result of a Force Majeure Event, whereupon either party may terminate this Agreement by providing written notice to the other party at any time prior to the scheduled date for Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

7. Mitigation Site Regulatory Requirements. Seller shall comply with the terms and conditions of the MBI, this Agreement and all State of Indiana and federal statutes, regulations and requirements applicable to the operation, management and maintenance of the Mitigation Site, and shall pay prior to delinquency all property taxes owed by the Mitigation Site or assessed against the Mitigation Site ("Mitigation Site Regulatory Requirements"). This Paragraph 7 shall survive Closing or earlier termination of this Agreement.

8. Limitations on Purchaser's Rights. Seller's sale and conveyance of the Purchased Credits to Purchaser shall not constitute the conveyance or transfer of any right, interest or ownership in real property, nor shall such sale and conveyance impose upon Purchaser any right, obligation, duty or liability arising from or incident to any right, interest or ownership in real property.

9. Default.

(a) By Purchaser. If Purchaser fails to make any payment required of it hereunder in a timely manner, or fails to diligently pursue, if applicable, IDEM approval of Purchaser's mitigation plan for its Development Impacts, or fails to otherwise perform any of its other material obligations under this Agreement, or if any representation or warranty provided by Purchaser in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, Purchaser shall be deemed to be in default and, at Seller's election, in its sole and absolute discretion, Seller may terminate this Agreement and all of Seller's obligations hereunder. Upon any such termination, (A) if prior to Closing, (i) the Deposit shall be forfeited to Seller, (ii) Purchaser shall lose all of its right and privilege to purchase the Purchased Credits from Seller, (iii) Seller shall notify, if applicable, IDEM, of Purchaser's failure to fulfill its obligations under this Agreement, and (B) if after Closing (or is discovered by Seller after Closing), Seller shall have the right to pursue all remedies as may be available to Seller at law or in equity. All rights and remedies of Seller hereunder shall be cumulative and not mutually exclusive of one another.

(b) By Seller. If Seller defaults in performing any of Seller's material obligations under this Agreement, and such default continues for a period of thirty (30) days after Purchaser has provided written notice to Seller of such default, or if any representation or warranty provided by Seller in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, then Seller shall be deemed to be in default and (i) if prior to Closing, Purchaser's sole remedies shall be to terminate this Agreement by providing written notice thereof to Seller, and to receive a refund of the Deposit, in which event neither party shall have any further rights or obligations hereunder, except as expressly provided herein; or (ii) if after Closing (or such default is discovered by Purchaser after Closing), Purchaser shall have the right to pursue such remedies as may be available to it at law or in equity.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTINUED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT OR OTHERWISE. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREUNDER REGARDING THE MERCHANTABILITY OF THE CREDITS OR WITH RESPECT TO THE CREDITS, ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF ANY GOVERNMENTAL AUTHORITY. REDRESS FOR ANY CLAIM AGAINST SELLER UNDER THIS AGREEMENT SHALL BE LIMITED TO AND ENFORCEABLE ONLY AGAINST AND TO THE EXTENT OF SELLER'S INTEREST IN THE MITIGATION SITE. THE OBLIGATIONS OF SELLER AND PURCHASER UNDER THIS AGREEMENT ARE NOT INTENDED TO BE AND SHALL NOT BE PERSONALLY BINDING ON, NOR SHALL ANY RESORT BE HAD TO THE PRIVATE PROPERTIES OF, ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, BENEFICIARIES, MEMBERS, STOCKHOLDERS, EMPLOYEES, OR AGENTS.

(d) This Paragraph 9 shall survive Closing or earlier termination of this Agreement.

10. **Indemnities.**

(a) **Seller's Indemnities.** Seller shall indemnify, defend and hold harmless Purchaser and Purchaser's authorized successors and assigns from and against any action, order, investigation or proceeding initiated by any government agency and arising from or based upon Seller's failure to comply in any material respect with any Mitigation Site Regulatory Requirements. Seller's duty to indemnify Purchaser under this Paragraph 10 shall survive Closing or earlier termination of this Agreement.

(b) **Purchaser's Indemnities.** Purchaser shall indemnify, defend and hold harmless Seller from and against any action, order, investigation or proceeding initiated by any government agency and arising from or based upon Purchaser's failure to comply with any permit, authorization or condition thereof relating to Purchaser's Development Impacts or the Mitigation Site. Purchaser's duty to indemnify Seller under this Paragraph 10 shall survive Closing or earlier termination of this Agreement.

11. **Term and Termination.** This Agreement shall be effective upon the date that all signatures and approvals are obtained. This Agreement shall commence on the Effective Date and shall terminate upon Closing, unless earlier terminated pursuant to any other provision in this Agreement.

12. **Representations and Warranties.** Each of Seller and Purchaser represents and warrants to the other now and as of Closing that: (i) it is organized and validly existing under the laws of the jurisdiction of its organization or incorporation; (ii) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other relevant documentation and to perform its obligations under this Agreement, and has taken all necessary action to authorize such execution, delivery and performance; (iii) it has obtained all licenses, authorizations, consents and exemptions necessary to have been obtained with respect to this Agreement and for the performance of its obligations under this Agreement, and all such licenses, authorizations, consents and exemptions are in full force and effect and, as of Closing, there shall be no outstanding condition precedent to such party's performance of its obligations under this Agreement, or any such conditions shall be satisfied; (iv) the entry into and observance and performance of its obligations under this Agreement do not violate or conflict with or require any consent or waiver which has not heretofore been obtained, except as set forth in Paragraph 1 of this Agreement, under any of the terms or conditions in its governing documents or any contract to which it is a party or by which any of its assets are bound or affected, or any applicable law; and (v) its obligations under this Agreement constitute legal, valid and binding obligations, enforceable in accordance with their respective terms by an appropriate legal remedy.

13. **Miscellaneous.**

(a). **No Joint Venture.** This Agreement is made solely for the purposes set forth herein and no joint venture, partnership or other relationship between Purchaser and Seller is created hereby.

(b) No Third-Party Beneficiary. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and authorized assigns. The Agreement does not create or convey any rights, benefits or interests on behalf of any other person.

(c) Assignment. This Agreement may not be assigned by Purchaser without Seller's prior written consent in Seller's sole and absolute discretion, and any assignee shall assume the rights and obligations of its assignor.

(d) Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreement, written or oral. This Agreement may be modified only by a written instrument duly executed by Seller and Purchaser.

(e) Choice of Laws. This agreement shall be construed, performed and enforced under the laws of the State of Indiana.

(f) Counterparts. This Agreement may be executed in one or more counterparts by the parties. All counterparts shall collectively constitute a single agreement.

(g) Notices. All notices shall be in writing and sent by hand, facsimile transmission, overnight delivery service or certified mail, return-receipt requested, to the following addresses (or such other addresses as either party may designate to the other from time to time by written notice) and any such notice of other communication shall be deemed to have been given on the day so delivered or refused by the party to whom such notice was sent (it being acknowledged that a facsimile or an e-mail transmission shall not be deemed to be a "writing"):

If to Seller:

Central Indiana Mitigation Providers, LLC
Attn: ~~David Brentlinger~~ *Gerrity Lonsmis*
275 Battery Street, Suite # 510
San Francisco CA 94111

With a copy to:

Don Ewoldt
902 Monterey Drive, Chesterton, IN 46304

If to Purchaser:

Phil Sundling
Project Manager Supervisor
2706 E. 171st Street
Westfield, IN 46074

(h). Legal Capacity of Signatory. Each person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

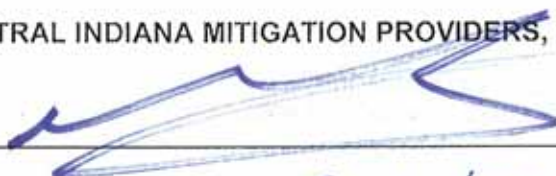
IN WITNESS whereof, Seller and Purchaser have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first written above.

Phil Sundling

A handwritten signature in black ink, appearing to be 'Phil Sundling', written over a horizontal line.

By: Phil Sundling
Title: Project Manager Supervisor

CENTRAL INDIANA MITIGATION PROVIDERS, LLC

A handwritten signature in blue ink, appearing to be 'Gentry Lamsing', written over a horizontal line.

By: ~~David Brentlinger~~ Gentry Lamsing
Title: Vice President ~~Manager~~

ACKNOWLEDGMENT

STATE OF ~~CALIFORNIA~~ New York
~~SAN FRANCISCO COUNTY~~ County of New York

Before me, the undersigned Notary Public in and for said County personally appeared David Brenninger, Vice President of Central Indiana Mitigation Providers, LLC and acknowledged the execution of the foregoing Agreement on this 15 day of May 2015.

Witness my hand and seal the said last named date.

My Commission Expires

5/16/15
AJA JAYNE RICHMOND

NOTARY PUBLIC-STATE OF NEW YORK

No. 01R16241256

Qualified In New York County

My Commission Expires May 16, 2015

Aja Jayne Richmond
Aja Jayne Richmond Notary Public
County of Residence: New York

STATE OF INDIANA
HAMILTON COUNTY

Before me, the undersigned Notary Public in and for said County personally appeared Phil Sundling and acknowledged the execution of the foregoing Agreement on this 27th day of April 2015.

Witness my hand and seal the said last named date.

My Commission Expires

3/13/16

Patricia J. Leuteritz
Patricia J. Leuteritz Notary Public
County of Residence: Hamilton

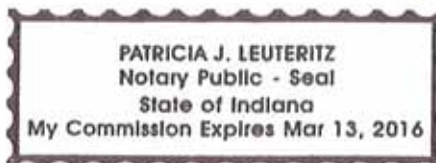
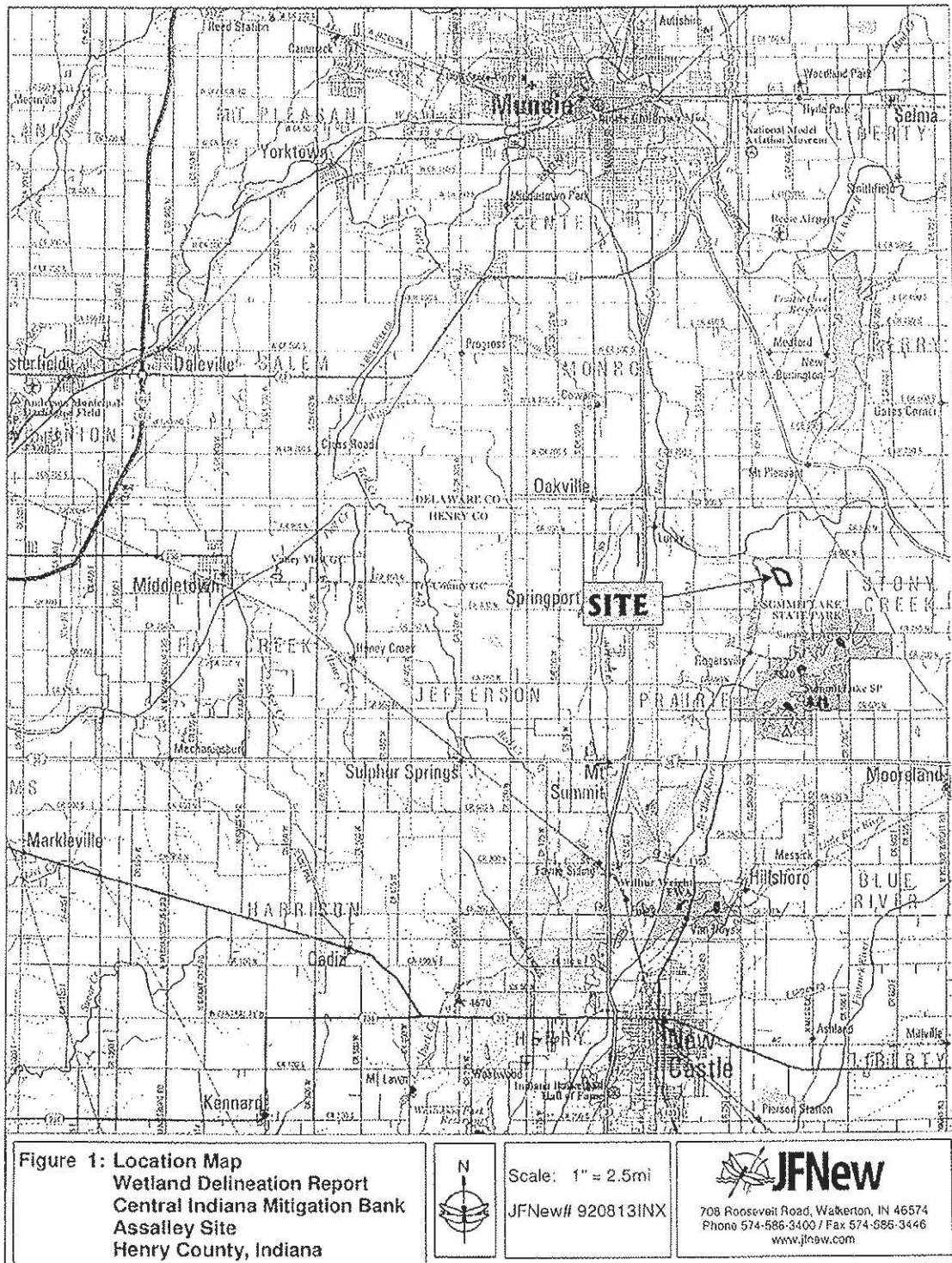


EXHIBIT "A"
Description of Central Indiana Wetland Mitigation Bank



SUPPLEMENTAL AGREEMENT NO. 2
City of Westfield
Ditch Road Extension From State Road 32 to Casey Road

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of Westfield hereinafter referred to as the "**OWNER**", and Butler, Fairman and Seufert, Inc., of Indianapolis, Indiana, Consulting Engineers, hereinafter referred to as the "**ENGINEER**."

WITNESSETH

WHEREAS, on March 3, 2014 the **OWNER** entered into an Agreement with the **ENGINEER** for services required for the construction of Ditch Road Extension.

WHEREAS, the City desires to add a north bound turn lane on Ditch Road at SR 32 and possible right turn lanes on SR 32 at Ditch Road.

WHEREAS, it has been determined by the **OWNER** and the **ENGINEER** that the following amended and additional design services are beneficial to the overall project to achieve these tasks.

1. Perform necessary revisions to the Ditch Road Extension plans to add a north bound turn lane on Ditch Road at SR 32. Coordinate with INDOT on turn lane requirements on SR 32 and revise plans as needed.
 - a. Project Design
 - i. Typical Sections
 - ii. Plan Sheets
 - iii. Profile Grade
 - iv. Profile Sheets
 - v. Pavement Markings and Signage
 - vi. Cross Sections
 - vii. Update Tables
 - b. Traffic Analysis for turn lanes
 - c. Utility Coordination
 - d. INDOT Drive Permit
 - e. Rule 5 Permit
 - f. Contract Documents
 - g. Bidding Assistance
2. The **ENGINEER** shall provide RIGHT-OF-WAY ENGINEERING for the Ackerson Family Farms, LLC and Casey Wilson, LLC properties in accordance with the procedures and standards as indicated in the Indiana Department of Transportation,

Land Acquisition Division, Right-of-Way Engineering Procedures Manual including the following:

- a. Provide a documented 20-year title search (T&E Report) for each parcel prepared by an abstractor as approved by the Indiana Department of Transportation, and provide legal descriptions and land plats for each parcel. The descriptions shall be prepared and certified by an Indiana Professional Surveyor.
 - b. Prepare Right-of-Way Plans
 - c. Provide parcel staking (1 time only).
 - d. Right-of-Way Management
3. The **ENGINEER** shall provide RIGHT-OF-WAY SERVICES for the Ackerson Family Farms, LLC and Casey Wilson, LLC properties in accordance with the procedures and standards as indicated in the Indiana Department of Transportation, Land Acquisition Division, most recent edition of the Real Estate Department Manual including the following: Right-of-Way Engineering Procedures Manual including the following:
 - a. Administering, scheduling and coordinating all activities necessary obtain entry to the right-of-way and that the project is clear for construction letting.
 - b. Meetings, conferences and communications with property owners, attorneys, engineers, appraisers, buyers, City of Westfield.
 - c. All reasonable services as required to secure all parcels based on the approved engineering design or to recommend to the City of Westfield that condemnation proceedings be filed.
 - d. The **ENGINEER** shall make arrangements for delivery of payment to each property owner.
 - e. Direct Cost expenses are those costs for partial mortgage release fees, recording fees, any appraisal cost-to-cure estimate fees and other charges charged to clear title of the property acquired.

WHEREAS, other additional services requested by the **OWNER** will be provided under the additional services portion of the agreement.

NOW, THEREFORE, to initiate the amended and additional design services for the project, the parties agree that the March 3, 2014, Agreement be modified by this Supplemental Agreement No. 2; therefore, the Lump Sum compensation for this work shall be increased by \$85,500.00 from \$ 350,130.00 to \$ 435,630.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

CONSULTANT
BUTLER, FAIRMAN and SEUFERT,
INC.



Signature
Bradley D. Watson, Executive, V.P.

LOCAL PUBLIC AGENCY
THE BOARD OF PUBLIC WORKS AND
SAFETY FOR THE CITY OF WESTFIELD

Signature
Mayor Andy Cook

Signature
Randy Graham

Signature
Kate Snedeker

Attest:



Signature
John L. Speidel, Jr., Client Services

Attest:

Signature
Cindy Gossard, Clerk Treasurer

APPENDIX "C"

SCHEDULE SUPPLEMENTAL AGREEMENT NO. 2:

The schedule for the revised scope items is as follows:

- | | |
|-------------------------------------|---|
| 1. Traffic Analysis | 30 days after NTP |
| 2. Field Check Plans | 45 days after INDOT coordination complete |
| 3. Right-of-Way Engineering | 30 days after Field Check |
| 4. Right-of Way Appraising | 45 days after Right-of-Way Engineering complete |
| 5. Right-of-Way Acquisition | 90 days from Right-of-Way Appraising complete |
| 6. Final Plans & Contract Documents | 120 days after Field Check |

APPENDIX "D"
COMPENSATION SUPPLEMENTAL AGREEMENT NO. 2

Amount of Payment

1. The **ENGINEER** shall receive as payment for the work described in Supplemental Agreement No. 2 the total fee not to exceed \$85,500.00 unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

<u>Design</u>	<u>Lump Sum Fee</u>
a.. Roadway Design	\$ 23,800.00
b. Traffic Analysis	\$ 5,000.00
c. Utility Coordination	\$ 4,600.00
d. INDOT Drive Permit	\$ 6,500.00
e. Rule 5 Permit	\$ 3,500.00
f. Contract Documents	\$ 5,100.00
g. Bidding Assistance	\$ 5,500.00
 SUBTOTAL	 \$ 54,000.00

<u>Right-of-Way Engineering</u>	<u>Lump Sum Fee</u>
a. T&E Reports, Legals, Land Plats	
i. Ackerson Family Farms, LLC	\$ 3,300.00
ii. Casey Wilson, LLC	\$ 1,600.00
b. R/W Plans	\$ 3,000.00
c. R/W Stake Out	\$ 3,200.00
 SUBTOTAL	 \$ 11,100.00

Right-of-Way ServicesUnit Cost Fees

a. Appraisal Fee	\$1,800/Report @ 4 Reports	\$ 7,200.00
b. Buyer Fee	\$1,600/Parcel @ 2 Parcels	\$ 3,200.00
c. R/W Management		\$ 1,000.00
d. Direct Expenses and Fees		\$ 1,500.00

SUBTOTAL		<u>\$ 12,900.00</u>
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The OWNER agrees to compensate the ENGINEER for On-Call Additional Services on the basis of actual hours of work performed on the project. The CONSULTANT will be paid for the following work under additional services, or on a fixed fee basis, in accordance with the following schedule:

- | | |
|---|-------------|
| a. Potential on-call additional services required | \$ 7,500.00 |
| i. Pre-Construction/Partnering Preparation and Attendance | |
| ii. Utility Relocation Coordination after Tracing Submittal and thru Construction | |

TOTAL	<u>\$ 85,500.00</u>
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May 16, 2016

Board of Public Works and Safety,

On March 15, 2016, the Police Department suffered a total loss of a 2015 Chevrolet Police Tahoe in a traffic accident. We respectfully submit this document requesting approval to replace the vehicle utilizing funds received from our claim to Regions Insurance Company.

Approval request for replacement of totaled vehicle:

Vehicle Totaled - 2015 Chevrolet Police Tahoe

VIN - 1GNLC2EC2EC0FR609913

Regions Insurance replacement value = \$ 26,995.41

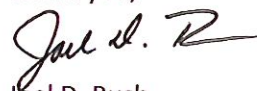
The Tahoe was held as collateral in the 2015 Police lease with JP Morgan Chase Bank. The collateral has been released and the replacement vehicle requested below will be submitted back to JP Morgan Chase as replacement collateral equipment.

Replacement Vehicle – 2016 Dodge Charger AWD Police vehicle

Thomas Dodge, Highland Indiana = \$ 25,500

Remaining balance of insurance will be used for Police decals and equipment.

Thank you,



Joel D. Rush
Chief of Police



May 27, 2016

Consent Agenda Items:

Public Works

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

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

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:

- MetroNet – N/A (Bond #CMS 280922 – 04/02/16 Continuation - \$10,000.00)
- Chatham Hills Agronomy Building – 1604282 (Cash in Lieu of Bond – Streets/Curbs, Storm Sewer, Trail, and Erosion Control - \$3,690.00)
- Sonoma, Section 10 – 1601028 (Cash in Lieu of Bond – Erosion Control - \$1,447.44)
- Riverview Westfield – Mass Grading – 1604283 (Bond #106308089 – Storm and Erosion Control - \$235,902.00)
- Chatham Hills, Section 2 – 1501249 (Bond #9208179 – Streets/Curbs - \$867,900.00)
- Chatham Hills, Section 2 – 1501249 (Bond #9208180 – Storm Sewer - \$1,485,000.00)
- Chatham Hills, Section 2 – 1501249 (Bond #9208181 – Erosion Control - \$291,500.00)
- Sonoma, Section 9 – 1501233 (Cash in Lieu of Bond – Sidewalks & Trails - \$1,732.50)

Performance Bond Release

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

- None

Maintenance Bond Acceptance

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

- None

Public Works Department

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

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

Maintenance Bond Release

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

- None



Public Works

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

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

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THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY April 27, 2016

The Westfield Board of Public Works and Safety met on April 27, 2016 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Randy Graham, Kate Snedeker, Records Manager, Kim Strang, and Brian Zaiger, legal counsel.

Randy Graham called the meeting to order at 1:05 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the March 30, 2016 meeting minutes as presented and this was seconded by Randy Graham. Vote: Yes-3; No-0. Motion carried.

Action Item #2: Havencrest Homes Illicit Discharge Appeal

Item moved to next meeting

BID APPROVAL:

Action Item #3: Approval of Midland Trace Trail Phase 4 Project Award to Globe Asphalt Paving

Jeremy Lollar and Phil Sundling went over bids received and gave details of project.

Mayor Cook made the motion to approve signing authority to Jeremy Lollar for the contract for goods and services with Globe Asphalt Paving for Midland Trace Trail Phase 4. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

CONSTRUCTION STANDARDS & SPECIFICATIONS CHANGES:

None

CHANGE ORDERS:

None

CONTRACTS/LEASES:

None

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU)

Action Item #4: Westfield Boulevard Extension-Target Agreement

Item moved to next meeting

CONSENT AGENDA

Bond Information

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

DEPARTMENT REPORTS

- **Fire** – No one present to present
- **Police-** Joel Rush
- **Public Works-** Jeremy Lollar

With no further business Randy Graham made the motion to adjourn. Kate Snedeker seconded.
The meeting was adjourned at 1:20 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety



Board of Works

Andy Cook
Randy Graham
Kate Snedecker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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(317) 804-3181 fax

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

Memorandum

To: Westfield Board of Public Works & Safety

Date: May 25, 2016

Re: Public Works Project Report

Memo to Board Members

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

Westfield Public Works Executive Summary Progress Report

Street Maintenance

Crack Seal efforts have begun, we are performing this function with an internal crew as well as contracted service. In addition to this pothole repair efforts continue in conjunction with shoulder repair and radius improvements at 161st and Union. Since our last meeting we have performed various signage repair and installed warning beacons at Washington Woods Elementary, 169th/Spring Mill, and 151st/Oak Rd.

Park Maintenance

Park irrigation systems and drinking fountains have been de-winterized and repaired. Westfield in Bloom flower basket have been installed throughout the downtown area, RAB landscaping is underway, and the Simon Moon restroom is 95% complete.

Notable changes since 4/27/16

1. Monon Phase 6

This is the section of the Monon Trail that extends north from 181st to the 191st Street. Lighting installation has begun as the project nears substantial completion.

2. Mill Street Extension

The Mill Street project is a reconstruction and extension of Mill Street from SR32 to South Union St. This project will remediate the downtown flooding concern and will also create the southern boundary of the future Grand Junction Plaza. Construction has started, clearing is complete and earth work has begun.

3. Westfield Boulevard Extension (West Access Rd.)

This is a new roadway project that runs from Westfield Blvd., under US 31 and terminates at a new roundabout on 151st. Land acquisition is nearly complete. Utility relocates and clearing has begun.

4. Midland Trail Section 4

Section 4 is the extension of the midland from Gunther Blvd to Gray Rd. Land acquisition is complete, clearing is complete, bids have been received and the Notice to Proceed will be issued in the coming weeks. Construction should be complete in late summer or early fall.

Other Notable Projects

City Project Manager: Gary Pence

1. Ditch Road Extension

Project is currently designed and is awaiting funding.

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

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

Public Works Department

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3. Oak Trace Elementary School Safe Road to School Study

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

City Project Manager: Phil Sundling

4. Westfield Boulevard Extension (West Access Road)

- Design at 95%
- New roadway project that runs from 151st west of Target to new underpass that INDOT built for Union Street
- We are currently in the R/W acquisition phase
- PE funded via Village Park TIF
- RW, CN funded with Utility Proceeds

5. North Union Sidewalk Extension (CDBG)

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

6. Westfield Boulevard Connector (South Poplar Extension)

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

7. 186th and Springmill RAB

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

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8. Red Line Mass Transit

- City committing \$146k match for PE and ENV services
- Multiple stops from 146th, Village Park, Downtown Westfield, Grand Park
- Construction in 2020 at the earliest

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Public Works

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2706 East 171st Street
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westfield.in.gov

To: Westfield Board of Public Works & Safety

Date: March 30, 2016

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for the Utility Reimbursement Agreement between the City of Westfield and Citizens Wastewater of Westfield. This agreement is associated with the installation of new Sanitary Sewer infrastructure as part of the Mill Street Extension project.

Kate Snedeker

Randy Graham

Andy Cook

CONTRACT BETWEEN

CITY OF WESTFIELD, INDIANA

AND

RAY'S TRASH SERVICE

SOLID WASTE/RECYCLE AND YARD WASTE COLLECTIONS AND DISPOSAL

IN THE CITY OF WESTFIELD, INDIANA

CONTRACT

SOLID WASTE/RECYCLE COLLECTION AND DISPOSAL
IN THE CITY OF WESTFIELD, INDIANA

THIS CONTRACT, is made and entered into on January 1, 2016, by and between the City of Westfield, hereinafter referred to as "City" and Ray's Trash Service, a corporation duly organized under the laws of the State of Indiana, and being duly licensed to do business in the State of Indiana, hereinafter referred to as "Contractor".

WITNESSETH, that the City and the Contractor mutually agree as follows:

All Provisions of the contract shall be strictly complied with and conformed to by the contractor, and no modification or amendment to this contract shall be made except upon the written consent of both parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract except as specifically provided for in such amendment.

This contract is intended to conform in all respects to applicable statutes of the State of Indiana, and if any part or provision of this contract conflicts therewith, the statute shall govern.

In addition, all provisions required by law are to be inserted into this contract shall be deemed to be inserted whether they are actually included or not. Any provision of this contract or any of the incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.

CONTRACT SPECIFICATIONS

The contractor shall provide all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide solid waste collection and disposal services to all eligible residential dwelling units and the designated city facilities in the corporate limits of the City of Westfield, Indiana as specified and described in the specifications and contract documents.

TERM

The contractor shall begin providing services for solid waste/recycle collection and disposal and the collection and disposal of bulk waste items not containing refrigerants in the City of Westfield, Indiana on January 1, 2016, and shall continue such services under the same terms and conditions until December 31, 2020, unless otherwise terminated by either party in accordance with the terms and conditions of the contract documents. The parties agree that this contract may be extended for an additional period of up to (3) three years, conforming to the same terms and conditions set forth in this contract upon written approval of both parties.

CONTRACT PRICE

The City shall pay the contractor for solid waste/recycle collection and disposal from all eligible residential dwelling units and the designated city facilities in the City of Westfield, Indiana.

The contract price shall be based upon the solid waste/recycle collection for a sixty (60) month period at each single family dwelling within the city limits of Westfield starting with an estimated number of eleven thousand (11,000). This includes single family homes, which have been converted into apartments and duplexes. This figure also includes condominium units in the City of Westfield for which collections shall be made.

The contractor should make arrangements with each of the condominium associations for what type of pick-up they require (either individual units or dumpsters).

1. All dwellings shall receive service immediately upon occupancy or annexation.
2. The City will bill units quarterly and remit payment to contractor monthly based on amount collected during the monthly period.
3. The contractor shall not receive any additional monetary compensation during the life of the contract, including the renewal years due to disposal/tipping fees, rates of changes increased at landfill, transfer station or incinerator disposal sites. Any increases the contractor incurs shall be at no cost to the City of Westfield. The contractor shall submit updated documentation stating any reduction in unit prices that the City of Westfield would receive due to any landfill, transfer station, materials recovering facility, and/or incinerator site reopening or opening in the near vicinity of Westfield in which the contractor elects to utilize to dispose of their collected trash and garbage. Costs for the City Department containers and collection shall not be paid for directly, but included as part of the residential trash collection costs.

1. IN GENERAL

- A. The services to be performed by the contractor shall consist of solid waste collection and disposal from eligible residential dwelling units and from designated city facilities in the City of Westfield, Indiana. This shall include the provision for all labor, equipment, materials, in these specifications and contract documents.
- B. The services to be performed under the contract shall consist of recycle collection and disposal from eligible residential dwelling units and from designated city facilities in the City of Westfield, Indiana. This shall include the provision for all labor, equipment, materials, in these specifications and contract documents.
- C. The services to be performed under this contract shall consist of yard waste collection and disposal from eligible residential dwelling units in the City of Westfield, Indiana. This shall include the provision for all labor, equipment,

materials, tools, insurance, supervision, and all other items necessary to provide the described services set forth in these specifications and contract documents.

- D. "Solid Waste/Recycle Collection and Disposal" and "Yard Waste Collection and Disposal" are on the basis of a rate per container or included as part of the total cost for the selected option for solid waste/recycle and yard waste collected, compacted, transported and disposed of.
- E. The pickup limit of brush will be included with the solid waste container/cart quantities agreed upon. A bundle will be considered as one (1) container and included in the agreed upon container limit.

2. INDEPENDENT CONTRACTOR STATUS

- A. The contractor(s) performing services under a contract with the City shall be deemed an independent contractor and operate as a separate entity from the City of Westfield. The City shall be, in no way, responsible for any acts or omissions of the contractor or its employees.

NON-DISCRIMINATION

- A. The contractor hereby assures that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The contractor or any subcontractors, or any other person acting on behalf of the contractor or subcontractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of a contract with the City of Westfield, with respect to said employee's hire, tenure, terms, conditions, and privileges of employment or any other matters directly or indirectly related to employment because of the employee's or applicant's race, color, religion, age, gender, disability, national origin, or ancestry. Also, in this regard and pursuant to Indiana Code 36-1-12-15(b), the contractor agrees that the provisions of Indiana Code 5-16-6-1 are hereby incorporated by reference into these specifications and contract documents as if they were fully set forth herein, and shall be binding upon the contractor. Breach of this covenant may be regarded as a material breach of contract.

4. PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT

- A. The contractor for “Solid Waste/Recycle Collection and Disposal, including Yard Waste”, shall furnish the City of Westfield a corporate surety bond or an irrevocable letter of credit from an Indiana financial institution in the amount of One Hundred Thousand Dollars (\$100,000.00) or 10% of the total contract amount, whichever is higher.
- B. The corporate surety bond or irrevocable letter of credit shall be conditioned on the faithful performance of the work in accordance with these specifications and contract documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the work.

5. INSURANCE

- A. The contractor shall furnish the City of Westfield a certificate of insurance in accordance with the following minimum requirements, shall maintain insurance in full force and effect, and shall keep on deposit at all times during the term of the contract, with the City of Westfield, the certificate of proof of issue by the insurance carriers that such insurance is in full force and effect. The contractor shall specifically include liability coverage for the City of Westfield as an additional insured.
- B. Each certificate shall require that notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- C. The contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation	Statutory
Employer’s Liability	\$2,000,0000
General Liability	Combined bodily injury and property damage \$2,000,000 each occurrence and aggregate
Automobile Liability	Combined bodily injury and property damage \$1,000,000 each occurrence and aggregate
Excess Umbrella Coverage	\$5,000,000 each occurrence

- D. Employer's liability coverage will be required of the contractor and any subcontractor where any class of employee engaged in the performance of work is not protected under the worker's compensation statute.
- E. To the extent permitted by law, all or any part of required insurance coverage(s) may be provided under a plan of self-insurance subject to the approval of the City of Westfield. Any plan of self-insurance must be submitted for review when bids are submitted.

6. INDEMNITY

- A. The contractor shall agree to indemnify and hold harmless and blameless the City of Westfield, its officers, agents, officials, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths arising out of any negligent act of omission by the contractor or any of its officers, agents, officials, and indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to reason of insurance required under the provisions of these specifications and contract documents.

7. FORCE MAJEURE

- A. Neither the contractor nor the City shall be liable neither for the failure to perform their duties nor for any resultant damage, loss, etc., if failure is caused by catastrophe, riot, war, government order or regulation, strike, fire, act of God or other similar or different contingency beyond the reasonable control of the contractor or City.
- B. If such circumstances persist for more than fourteen (14) days or if after their cessation the contractor is unable to render full or substantial performance of the service for a period of fourteen (14) days, the contractor or the City may terminate this contract upon written notice given at least thirty (30) days in advance to the other party.

8. ASSIGNMENT OF CONTRACT

- A. The contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having the prior written approval from the City of Westfield . Any attempt by the contractor to subcontract or assign any portion of the contract shall not be construed to relieve the contractor from any responsibility to fulfill its obligations in accordance with the provisions of these specifications or any contract documents.

9. CONTRACTOR'S DEFAULT

- A. If the contractor fails to provide services in accordance with the provisions of these specifications or any contract document, or fails to provide services in a satisfactory manner, the City shall have the right to demand in writing a statement that explains the reasons for non-performance, or the delayed, partial or substandard performance of service, along with adequate assurance from the contractor that steps have been or are being taken to rectify the situation. The contractor must, within five days of receipt of such demand, return a written statement to the Westfield City Council or its designated representative. The contractor also has the option to appear before the Westfield City Council.
- B. It shall be mutually agreed that if the contractor fails to provide services in accordance with the provisions of these specifications or any contract document, and the contractor is not able to correct the breach within twenty-four (24) hours, the City may provide or have provided temporary collection and disposal services without actually terminating the contract. If such provisions are made by the City, the contractor shall be responsible for any and all costs that may be incurred for such services, and such amounts shall be deducted from amounts owed to the contractor. If the costs for such services exceed the amounts owed to the contractor, the contractor is liable to reimburse the City for any such costs.
- C. If the contractor fails to provide services in accordance with the provisions of these specifications or any contract document for a period of five (5) days, except under conditions of force majeure, the City may, after giving the contractor five (5) days written notice of the nature of the breach, terminate the contract. The

City shall find another suitable entity to provide collection and disposal services, and the contractor shall be responsible for the cost if the difference in cost if such substitute service exceeds the contract rate. If such provisions are made by the City of Westfield, any and all costs and expenses which may be incurred shall be deducted from amounts the City may owe the contractor. If the costs exceed the amounts owed in the contract, the contractor is liable to reimburse the City for any such costs.

- D. The contractor may be considered in default by the City if any of the following occur:
1. The contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 2. Proceedings are instituted by or against the contractor or an order is made or entered granting an extension of time for payment, composition, adjustment, modification, settlement or satisfaction of its debts and liabilities.
 3. A receiver or trustee is appointed for the contractor or the contractor's property.
 4. The contract is subcontracted without the consent of the City of Westfield.
 5. The contract or any right, monies or claims are assigned by the contractor without the consent of the City of Westfield.
 6. There is a substantive breach of any obligation or duty owed under the provisions of these specifications or any contract document.
- E. The City shall also be entitled as a matter of right to an injunction against any breach of the provisions of the contract.
- F. If it becomes necessary for the City to institute legal proceedings to enforce the provisions of these specifications or any contract document, the contractor shall be responsible for the City's costs of such litigation, including reasonable attorney's fees.

10. REVOCATION

A. Within the first one hundred twenty days after the signing of this contract by both the City and the Contractor, should the City find that the contractor is not doing a satisfactory job based on daily performance; the City has the right to revoke the contract by giving written notice of its intent to revoke to the contractor. By agreement, the revocation will not require a hearing before the Westfield City Council. The revocation will be immediate upon receipt of the written notice by the contractor.

11. TERMINATION

- A. The contract may be terminated at any time by mutual written consent on both the City and the contractor.
- B. Either party may terminate the contract without cause by giving the other party written notice of its intent to terminate the contract. In the event such written notice is given, the contract shall terminate on the date set forth in the written notice, which date shall be at least ninety (90) days after receipt of the notice by the other party.
- C. If under the conditions of force majeure, either party may terminate the contract by giving the other party a thirty (30) day written notice of its intent to terminate the contract. In the event such written notice is given, the contract shall terminate on the date set forth in the written notice, which date shall be at least thirty (30) days after receipt of the notice by the other party.
- D. If the contractor fails to provide services in accordance with the provisions of these specifications or any contract document for a period of five (5) days, except under conditions of force majeure, the City may terminate the contract by giving the contractor a five (5) day written notice of its intent to terminate the contract. In the event such written notice is given, the contract shall terminate on the date set forth in the written notice, which date shall be at least five (5) days after receipt of the notice by the contractor.

12. WAIVER

A. A waiver by either party of any breach of any provision of these specifications or any contract document shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No inspection, observation, payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is to material part of the contract such that a waiver would affect the essential bargains to the parties, the waiver must take the form of a contract modification as provided for in these specifications and contract documents.

13. AMENDMENTS TO CONTRACT

A. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

14. SEVERABILITY

A. In the event that any provision, term or other portion of the contract, or any document or item referred to in the contract, shall be found to be invalid or unenforceable, then such provision, term or other portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision, term or other portion of the contract, or any document item referred to in the contract, shall not affect the validity or enforceability of any other provision, term or other portion of the contract, or any document or item referred to in the contract.

15. APPLICABLE LAWS

A. The parties to the contract shall agree that the laws of the state of Indiana shall govern the validity, construction, interpretation, and effect of the contract. The contractor shall provide all services under these specifications and contract

documents in compliance with all applicable federal, state and local laws, regulations and ordinances, as the same shall be in full force and effect upon the date of the contract.

B. In the event it becomes necessary to litigate any term or condition of the contract, the parties shall agree that the County of Hamilton, State of Indiana shall be proper venue to settle such disputes.

16. BINDING EFFECT

A. All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

17. SUB-CONTRACTS AND LABORS

A. No subcontractor(s) shall be employed by the contractor for any work on this project without the written consent of the City. The City retains the unrestricted right to refuse permission to the contractor to use any subcontractor(s) that the City deems to not be in the best interest of the City.

B. The contractor agrees to be fully responsible to the City for all acts or omissions of his subcontractor(s) and of anyone employed directly or indirectly by the contractor. The contractor agrees to bind every subcontractor and each subcontractor shall agree to be bound by the terms of these contract documents. The contract documents shall not create any contractual relationship between the subcontractor(s) and the City.

SCOPE OF SERVICES

1. DEFINITIONS

A. Whenever the following words, or pronouns used in their place, are used in these specifications and contract documents, the intent and meaning shall be construed as follows:

1. **Bulk Waste(s).** Such items would include, but not be limited to, stoves, washers, dryers, furniture, and other items with weights or volumes greater than those allowed for by approved containers. This term shall also include items that previously contained refrigerants, such as refrigerators, air conditions, freezers, and dehumidifiers, as long as the resident can provide the contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician.
2. **Bundle.** Rubbish or yard waste securely tied together forming an easily handled package not exceeding four feet (4') in length, eighteen inches (18") in diameter nor weighing more than forty (40) pounds.
3. **Cart.** A sixty-five (65) gallon or ninety-six (96) gallon reusable cart with wheels used for storing solid waste/recycle and yard waste. Carts should provide sufficient strength to be picked up using mechanical means.
4. **Contract Documents.** The contract documents shall include all information contained in these specifications and contract documents for solid waste collection and disposal and all information and items required to be provided by a contractor in accordance with these specifications and contract documents. This shall include the following:
 - (a) Performance Bond or Irrevocable Letter of Credit,
 - (b) Certificate(s) of Insurance,
 - (c) General Provisions from Specifications and Contract Documents
 - (d) City map designating areas to be serviced, along with any updated maps resulting from annexations, and,
 - (e) Schedule for residential collection with designated daily routes indicated, along with any modifications,
 - (f) Exhibits C-1, C-2 and C-3
5. **Public Street.** Any public street or thoroughfare dedicated to public use, controlled by the City including alleyways.
6. **Garbage.** Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food, and including all paper, wrappings, boxes and cartons used to contain such food.
7. **Hazardous Materials.** Any waste designated as "hazardous" by the United States Environmental Protection Agency or appropriate state agency as the same is now in effect or may hereinafter be amended. This term shall also

include any flammable/volatile liquids.

8. **Residential Dwelling Unit.** A room or series of rooms located within a building or mobile home and forming a single inhabitable unit with facilities, which are used, or are intended to be used for living, cooking, eating and sleeping.
 - (a) Single-Family Residential Dwelling Unit – A residential dwelling unit separated from any other dwelling unit by open space, and designed for occupancy for one person or family.
 - (b) Multi-Family Residential Dwelling Unit – A building or related group of buildings not to exceed four (4) units located on the same lot, tract or parcel of real estate, with each dwelling unit being completely independent of the other.
 - (c) Condominiums – Any multi family residential unit paying property tax.
9. **Rubbish.** Non-putrescible waste consisting of matter such as cans, glass, papers, cardboard, plastics, metals, ashes, etc.
10. **Construction Debris.** Waste including building materials resulting from construction, remodeling, repair or demolition operations.
11. **Solid Waste.** All putrescible and non-putrescible matter, including garbage and rubbish, but excluding hazardous materials and other matter that is specifically excluded elsewhere in these contract documents and specifications.
12. **Curbside Recycle.** Recycle waste including all plastics (#1-7); any steel, aluminum, or bimetal beverage or food cans; newspapers; cardboard; and computer paper (or any other accepted by contractor).
14. **Yard Waste.** All compost type materials including, grass clippings, brush, and Christmas trees, etc.

2. AREA TO BE SERVED

- A. Solid waste collection and disposal services are to be provided to the area within the corporate limits of the City of Westfield, Indiana. A map designating

current city boundaries is attached as Exhibit B. Current housing count is approximately eleven thousand (11,000).

1. Other areas may be added to the City through annexation during the life of the contract. The City of Westfield will provide new resident information in regard to Certificates of Occupancy and any updated map relating to a new development to the contractor when they take place.

3. SERVICES TO BE PROVIDED

A. Residential Solid Waste Collection and Disposal.

1. The contractor shall provide service for weekly collection and disposal of solid waste from the following eligible residential dwelling units:
 - (a) If residents so desire, they may purchase overage bags from the City to place any excess garbage over their normal container limit. The City shall be responsible for collection payment from participating residents.
 - (b) The contractor shall supply overage bags to the City for \$1 per 33gal size overage bag which will include the additional cost of collection.
 - (c) The contractor shall supply all carts listed to each dwelling in the program. Carts shall be delivered to additional dwellings as they become eligible for the program. Cost for carts shall not be paid for directly, but included as part of the total cost of the awarded option.
 - (d) The contractor shall supply all carts listed to each dwelling in the program. Carts shall be delivered to additional dwellings, by the contractor, as they become eligible for the program. Any new or replacement carts provided to a city residential dwelling unit will be in "like-new" condition, free of defects and odors.
 - (e) Carts will be replaced for any of the following defects: broken lid, broken wheel, broken cart body, missing wheel. Any replacement carts delivered due to occupant neglect may be billed at the contractor's cost to the dwelling. Ray's will bill occupants directly. Occupant can appeal to City if occupant does not believe occupant is at fault. Any

replacement carts delivered to occupant due to fault by Ray's will be provided at no charge to the occupant.

(f) For any reason, a customer may request a replacement cart to be billed at the contractor's cost to the dwelling.

(g) The contractor shall supply to City residents any and all information relating to additional service options that may be offered to them not covered or mentioned in this agreement relating to solid waste pick-up.

2. All collections shall be made on city owned streets or alleys where available. No collections shall be made on private property including streets or alleys unless a right of entry agreement is made between the contractor the property owner and is approved by the Westfield City Council. All collections shall be made within five (5) feet of the curb or edge of the street or alley.
3. It shall be the resident's responsibility to place containers, carts, bins and/or bundles in the appropriate street or alley location before 7:00 a.m. on the designated collection day.
4. The contractor is prohibited from commingling solid wastes collected from ineligible residential dwelling units, commercial or other business establishments, or from areas outside the corporate City limits while providing the services under this contract.
5. Within the container limit of the contract the contractor is required to pick-up all solid wastes placed in contractor carts and additional items, which are properly bundled. However, as appropriate, single item need not be bagged, contained or bundled.
6. The contractor shall provide service for collection and disposal of bulk wastes from all eligible residential dwelling units on an on-call basis. A forty-eight (48) hour advanced notice must be given to the contractor prior to pick-up. Contractor will be required to submit a fee schedule to the City for pickup of all bulk items. The cost will be the responsibility of the resident.
 - (a) Bulk Wastes from all eligible residential dwelling units.
 - (1) On the same day as the regular schedule for residential collection once forty-eight (48) hour notice is given.

- (2) The contractor shall not be required to pick-up more than one (1) of such item from each residential dwelling unit each week.
 - (3) The contractor shall not be required to pick-up bulk wastes that contain or previously contained refrigerants unless the resident can provide the contractor with appropriate written verification showing that the CFC's or HCFC's have been properly removed by a licensed technician. The Contractor may offer this service as an option.
7. The contractor is not required to pick-up:
- (a) Solid wastes exceeding the contracted limit per week excluding overage containers,
 - (b) Solid wastes not properly contained or bundled,
 - (c) Solid wastes not appropriately placed for collection,
 - (d) Hazardous materials,
 - (e) Dead animals,
 - (f) Liquids, including, but not limited to, paint, sludge, oil or other chemicals,
 - (g) Bulk wastes containing refrigerants in which the resident cannot provide the contractor with appropriate documentation showing that the CFC's of HCFC's have been properly removed by a licensed technician.
 - (h) Solid wastes or bulk wastes that are generated from a different location than where they are to be picked up.
 - (i) Any solid wastes that are specifically excluded by federal, state or local laws from being disposed of in a landfill if that is the type of disposal facility being utilized.
 - (j) Tree limbs or branches exceeding four feet (4') in length or four inches (4") in diameter.
 - (k) Bundles not properly secured or exceeding maximum dimensions.
 - (l) Construction Debris.
 - (m) Bulk waste when forty-eight (48) hour prior notice is not given.

B. Curbside Recycling Program

1. The curbside collection of recyclables shall include:
 - (a) Collection schedule to be the same as the solid waste collection.
 - (b) Provision and delivery by the contractor of recycling cart(s) per Exhibit A to each dwelling in the program. The container shall be manufactured of at least fifty percent (50%) post-consumer recycled materials. Labeling of the containers will be agreed upon by the city and the contractor. Cost for carts shall not be paid for directly, but included as part of the total cost of the awarded option.
 - (c) The contractor shall supply all carts listed to each dwelling in the program. Carts shall be delivered to additional dwellings, by the contractor, as they become eligible for the program. Any new or replacement carts provided to a city residential dwelling unit will be in “like-new” condition, free of defects and odors.
 - (d) Carts will be replaced for any of the following defects: broken lid, broken wheel, broken cart body, missing wheel. Any replacement carts delivered due to occupant neglect may be billed at the contractor’s cost to the dwelling. Ray’s will bill occupants directly. Occupant can appeal to City if occupant does not believe occupant is at fault. Any replacement carts delivered to occupant due to fault by Ray’s will be provided at no charge to the occupant.
 - (e) For any reason, a customer may request a replacement cart to be billed at the contractor’s cost to the dwelling.
 - (f) The contractor shall collect commingled items. The recyclable items to be collected shall include all plastics (#1-7); brown, green and clear glass containers, any steel, aluminum, or bimetal beverage or food cans; newspapers; cardboard; and computer paper. Other items may be added at the agreement of the city and the contractor as markets develop.
 - (g) Costs involved in delivery and processing of recyclables to a materials recovery facility shall be included in the collection cost.
 - (h) All revenues received from the recyclable materials will be shared evenly between the city and the contractor. No deduction or credit will

be allowed if the contractor must pay to dispose of the recyclables.

- (i) Gross volume of recyclable materials collected shall be weighed daily on a local certified scale to be agreed upon by the city and the contractor.
- (j) A monthly record of the amount of recycled materials in tons and pounds shall be kept by the contractor. This record shall be submitted to the city on a monthly basis, by the 15th of each following month.
- (k) Computation of charges will be based on a per dwelling, per month cost.
- (l) The Contractor shall submit in writing to the City of Westfield
Justification monthly records reflecting any gains or losses regarding recyclables collected in accordance with this agreement.
- (m) The contractor is expected to provide the city, at no cost, with educational materials (flyers, pencils, magnets, brochures, etc.) to be used for the recycling program. This will include one educational seminar-presentation to be given each year. This seminar/presentation will be conducted at a location to be determined by the City of Westfield. At the time of delivery of carts to new addresses, the contractor will be expected to provide a brochure with information on the trash and recycling services. Westfield shall approve all marketing material provided to residents.

C. Yard Waste Collection

If changes in local, state, or federal regulations should prohibit the disposal of yard waste at a designated disposal facility (i.e., landfill), the regular rate for solid waste collection and disposal may be adjusted to reflect this change.

- 1. Leaf and Brush Collection Program The contractor shall be required to provide a opt-in leaf and brush pick-up program for the residents. The cost would not be included in the quarterly rate but billed by contractor to residents directly. See Exhibit A for program information and fee schedule.
- 2. Collection Schedule The contractor shall provide, as applicable to federal regulation standards weekly yard waste collection and disposal services. Yard

waste collection should be scheduled on the same day as solid waste/recycle collection.

3. Christmas Trees The contractor will be required to pick up one (1) Christmas tree per unit over and above the container limit for no additional charge. This service shall begin on December 26th and end on the Friday closest to January 15th of each year.

D. Disaster Assistance

1. The Contractor shall supply to the City of Westfield all items and service requested, if available, at a cost not to exceed the contract price as shown in Exhibit C-3 in the event of a disaster.

F. City Facilities Solid Waste Collection and Disposal and Document Destruction.

1. The contractor shall provide solid waste collection and disposal service to the designated city facilities indicated in Exhibit C-1. The contractor shall provide document destruction service to the designated city facilities indicated in Exhibit C-1.

- (a) The contractor shall supply adequate containers to each facility, which will vary in size and frequency of collection. There will be no additional charge to the city for the rental or use of such containers. The container/cart size and frequency of collection listed in Exhibit C-1 is the recommended sizes to meet the City Departments current needs. If the contractor chooses to supply different sized containers/carts or change the frequency of collections, such container/cart sizes and/or collection frequencies shall be provided for the City's preapproval and scheduling arrangements so that all solid waste is contained inside a container/cart during approved modifications between collections.
- (b) The contractor shall provide up to one hundred and fifty (150) disposable cardboard trash containers and up to one hundred and fifty (150) disposable recycling containers for the City of Westfield special events

City of Westfield Customer Service shall be notified each working day of any denied collections.

- E. **Complaints.** The contractor shall receive, investigate, and respond to all complaints of unsatisfactory service provided under this contract within 24 hours after the complaint is received. Any complaint initially received by the city will be directed to the contractor's office.
1. In the event a complaint is not resolved within 24 hours, and where no fault can be found on the resident's part as determined by a city representative, the city shall have the right to demand an explanation and/or resolution to its satisfaction, which may include a special collection of the solid waste.
 2. In the event the contractor disputes a determination made by the city representative concerning the lack of fault of the resident, the contractor may appeal such determination to Westfield City Council by notifying the city within 24 hours after such determination is made. Such notification may initially be made by telephone, but must then be followed-up in writing.
 3. Upon receipt of written notification, the Westfield City Council shall conduct a hearing at its next regularly scheduled meeting in which evidence may be presented by the contractor, the city, and/or the resident regarding the nature of the complaint and fault of the resident and/or contractor. The Board will make a final determination as to the fault of the resident and/or contractor, and what action, if any, is necessary from the contractor to rectify the situation.
 4. If no appeal is requested within 24 hours after such initial determination is made by the city, the complaint and city's initial determination will be deemed to be valid.
 5. In the event the contractor fails to resolve a complaint within 24 hours after the complaint is received and no appeal is requested, or the contractor fails to resolve a complaint within 24 hours after the city makes its final determination, the contractor shall pay the City of Westfield the sum of \$250.00 for the first complaint, and if not resolved within additional 48 hours periods, \$500.00 for the second and subsequent complaints as liquidated

for the duration of this contract. Refer to Exhibit C-2 for quantities per City event. Exhibit C-2 will be updated annually with Event schedule.

Note: All dumpsters/roll offs whether listed or not shall be considered on an as needed pick-up per Exhibit C-3.

4. MANNER OF SERVICE

- A. **Collection Equipment.** The contractor shall use equipment to collect solid waste under this contract that is enclosed or provided with suitable covers to prevent spillage, leaking and/or littering of solid wastes. All collection equipment shall be maintained in appearance, proper operating condition and meet American National Standard Institute (ANSI 245.1) Safety Standards for Refuse Collection Equipment. Each vehicle shall be properly licensed and have available at least one broom and shovel to clean up any solid waste that may be spilled or otherwise scattered during the process of collection.
- B. **Personnel.** The contractor shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Employees performing services under this contract should be attired in uniform and reasonably clean. While performing services under this contract, the contractor's employees shall not cross property which does not or should not concern them. Each employee assigned to operate a vehicle shall, at all times, carry the appropriate valid operator or CDL license and shall be insurable at all times.
- B. **Container Damage.** The contractor shall exercise reasonable care not to damage a reusable container, and to replace the same in an upright position on the sidewalk, curbside, driveway, or alley out of the traveled portion of the right-of-way. Full restitution shall be made for damages by the contractor upon proof of negligence by their actions.
- D. **Declined Collections.** The contractor may decline to collect solid waste for a reason specified in this contract (i.e., not properly bagged, bundled or contained; improper placement; non-residential solid waste; hazardous waste; etc.). Where the contractor has reason to leave solid waste uncollected at a residence, the contractor shall inform the resident by tagging uncollected containers/carts. The

facility operations/methods on which rates are based, demonstrate actual use of the facility, and provide evidence that said facility maintains its license. To receive and dispose of solid wastes.

2. The city reserves the right in its sole discretion to approve any change in solid waste disposal method regardless of the initiating party. No change in disposal method causing an increased price to the city shall be approved without evidence showing emergency requirement for the change in disposal method.

5. COLLECTION SCHEDULE

A. **Routes.** The City of Westfield shall work with the contractor to maintain a schedule for residential collection with designated daily routes indicated. This schedule shall either be a street/alley list or street/alley map indicating on which days a given location is to be collected. The map will indicate all private streets and alleys that are not to be used by the contractor.

1. If during the course of the contract the contractor wishes to change the collection schedule, the contractor shall bear the cost and responsibility of informing the residents of the new schedule. Any changes in schedules and/or routes shall not be made without the prior written approval of the city, which approval will not be unreasonably withheld. The city shall supply the most current city map possible to the contractor for route scheduling purposes.

B. **Hours and Days of Collection.** The hours and days of collection are to be from 7:00 a.m. to 7:00 p.m. Monday through Friday.

1. Exceptions may be made only after the City has been notified when the contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the city and the contractor.
2. Recycle collection should be on the same day as solid waste collection.
3. Yard waste collection should be on the same day as solid waste collection.
4. The contractor shall immediately notify the city of any delays or deviations from a normally scheduled route.

C. **Holidays.** The holiday listed below may be observed as a non-collection day by

damages until the complaint is resolved.

6. The contractor shall pay to the city reimbursement for all cost incurred pertaining to correcting a complaint due to the negligence on the part of the contractor.

F. **Limit Overage.** The contractor shall tag and identify any containers/carts or items exceeding the contracted limit. A list of violations shall be submitted to the appropriate city department on a daily basis for file.

1. Any item filed as a complaint, not properly tagged or reported to the city the day of scheduled pick up, shall be the responsibility of the contractor to correct subject to section E. Complaints in this agreement.
2. The contractor shall notify the City of any changes before they are made regarding company policies or personnel that directly affect this agreement.

G. **Contractor's Office.** The contractor shall maintain and staff a local office or other facility, not necessarily within the City of Westfield, with a local or toll free telephone number through which it may be contacted for information, service calls or complaints.

1. The contractor shall furnish to the city and maintain a current list of names and phone numbers of its staff including department executives for communication purposes. A 24-hour emergency phone number is to be supplied in the event a natural or other disaster event.
2. The Contractor shall notify the city of any changes before they are made regarding company policies or personnel before they are made that directly effect this agreement.

H. **Disposal Facility.** The contractor shall be responsible for the disposal of all solid waste collected under the contract in a properly licensed waste disposal facility meeting all requirements of the State of Indiana and the jurisdiction in which the facility is located. The contractor shall assume and pay all applicable fees and charges for such disposal.

1. The contractor shall furnish to the city the name and location of the waste disposal facility/facilities which will receive the solid wastes disposed of under the contract. The contractor shall also provide evidence as to the disposal

the contractor. The suspension of collection services on this holiday does not relieve the contractor of its obligation to provide solid waste collection and disposal services to each residential dwelling unit at least once each week.

Whenever this holiday falls on a regularly scheduled collection day, the collection schedule for that day as well as the rest of the week may be delayed one day.

Under this circumstance, Saturday collection is acceptable.

1. Thanksgiving Day
2. Christmas Day
3. New Year's Day
4. 4th of July
5. Additional holidays may be granted upon City approval.

4. BASIS AND METHOD OF PAYMENT

A. The City will bill units quarterly for collection, compaction, transportation and disposal by the contractor and remit payment to contractor monthly based on amount collected during the month. Payment is approved by Westfield City Council at regularly scheduled meetings. Payment will go out in the mail the day after the Council meeting.

The total rate per cart shall be based on:

1. A rate per unit of solid waste collected, compacted and transported which shall include all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide all services as specified.
 2. A rate per unit of solid waste disposed which shall include disposal facility costs any federal, state or local governmental fees or taxes.
- B. The total tonnage shall be verified by scale tickets and supported by a report of actual trash and recycle tonnage collected for each month. The report shall be provided to the City monthly.
- C. In the event of any changes in any federal, state or local governmental fees or taxes which cause an increase in disposal costs, the contractor may make a written request to City of Westfield to increase the total rate per ton of solid waste disposed. Any increase shall be based on reasonable and necessary changes in the contractor's cost for disposal of solid waste as documented by the contractor.

Any such adjustment negotiated shall take effect on the next regular bill cycle after a 30 day minimum notice. There shall be no adjustment in the charge per tonnage of solid waste collected, compacted and transported without prior written approval of Westfield City Council.

EXHIBIT A

Contract Summary

Contract rate per unit for contractor for weekly trash and weekly recycling pick-up of up to three (3) carts* total; options below.

- One (1) trash
- One (1) trash and one (1) recycling
- One (1) trash and two (2) recycling
- Two (2) trash
- Two (2) trash and one (1) recycling

*Cart: sizes available ninety-six (96) gallon and sixty-five (65) gallon. A bundle can substitute for one ninety-six (96) gallon trash cart.

Contract rate per unit also includes pick-up of one (1) Christmas tree per unit.

Additions of exhibits

Addition of C1:	\$ Included in contract rate
Addition of C2:	\$ Included in contract rate
Addition of C3:	\$ See C3 schedule

Total Contract Rate, including Exhibits E1 and E2:

Collection/	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Disposal Fees	\$11.32	\$11.55	\$11.78	\$12.02	\$12.26

Bulk Item Fee Schedule for Residential Pick-Up

Residential large item pickup can be scheduled direct with Ray's. The cost is \$10 per item, paid in advance. Large items are scheduled for service the following Monday.

EXHIBIT B

City of Westfield Map

City of Westfield in Washington Township

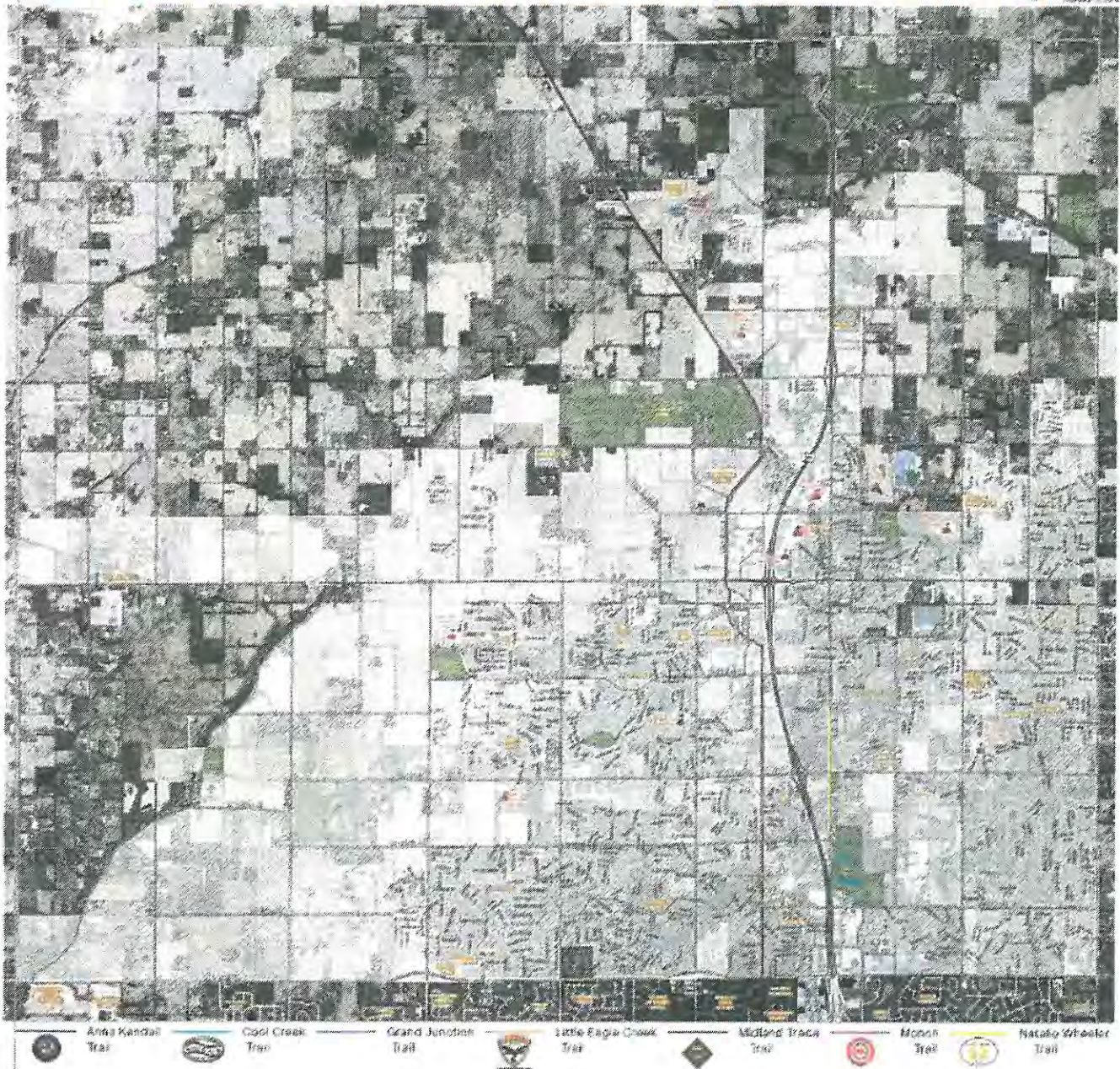


EXHIBIT A (cont.)

Leaf and Brush Program Information and Fee Schedule

Leaves must be bagged in paper compost bags, set at the curb but not blocking trash or recycle carts. NO plastic bags please.

Bundles can be no more than 4 feet in length and 18" in diameter. Individual limbs should be no more than 6" in diameter. Bundles may be tied by twine or rope, NO metal.
1 bundle = 1 bag

Fall enrollment subscription (set up through Ray's) is \$20 and includes a maximum of 20 bags per week.

Acceptable paper bags may be purchased at the following retailers: Lowes, Menards, Target and Wal-Mart

Overage bags: \$1 per 33 gallon size bag.

Scrap Metal Recycling Price Information: Scrap metal rebates are based on current markets

EXHIBIT C-2

Event Items/Pick-Up

Disposable containers for all events can be dropped off at 2706 E 171st Street before June 10th each year. Trash and recyclables will be collected during the events and brought back to our existing pick-up locations with the exception of Westfield Rocks the 4th (WR4) where a trash roll-off and recycling roll-off will need to be available on site at Grand Park at the Soccer Administration Building (Parking Lot E). The containers for WR4 will need to be dropped off the last week of June. Recyclables will be bagged at events and the contents of the bags will be emptied into a larger recyclable container.

Below is a guide City Events for information purposes only – trash and recyclables in our existing containers may be higher during these times:

- 1.) Westfield Rocks the 4th (July)
 - a. Up to Fifty (50) disposable cardboard trash containers
 - b. Up to Fifty (50) recycle containers
- 2.) Movies in the Park (five (5) Fridays July – Sept.)
 - c. Up to Two (2) disposable cardboard trash containers
 - d. Up to Two (2) recycle containers
- 3.) Amigos de Westfield (August)
 - a. Up to Twenty (20) disposable cardboard trash containers
 - b. Up to Twenty (20) recycle containers
- 4.) Voices from the Past (Sept.)
 - a. Up to Ten (10) disposable cardboard trash containers
 - b. Up to Ten (10) recycle containers
- 5.) Grand Junction Derby (Oct)
 - a. Up to Ten (10) disposable cardboard trash containers
 - b. Up to Ten (10) recycle containers
- 6.) Westfield in Lights (Dec)
 - a. Up to Ten (10) disposable cardboard trash containers
 - b. Up to Ten (10) recycle containers
- 7.) Follow The Drinking Gourd (June - 3 nights)
 - a. Up to Ten (10) disposable cardboard trash containers
 - b. Up to Ten (10) recycle containers

There will be three (3) miscellaneous events allowed for scheduling each year of this agreement. The following items will need to be provided for each of the three miscellaneous events.

- c. Up to thirty-eight (38) disposable cardboard trash containers
- d. Up to thirty-eight (38) recycle containers

EXHIBIT C-1

Included Dumpsters/Carts

The City's various dumpster sites/pick-up schedules are listed below:

<u>Department</u>	<u>Address</u>	<u>Dumpster Size-Pick-up Information</u>
1) WPWD	2706 E 171 st St	20yd-On Call Basis – Trash
2) WPWD	2706 E 171 st St	20yd-On Call Basis – Trash
3) WPWD	2706 E 171 st St	20yd-On Call Basis – Tree Debris
4) WPWD	2706 E 171 st St	20yd-On Call Basis – Concrete
5) WPWD	2706 E 171 st St	20yd-On Call Basis – Metal (rebate
	based on current markets)	
6) WPWD	2706 E 171 st St	Trash 10yd-Bi-weekly
7) WPWD	2706 E 171 st St	Recycle 10yd-Bi-weekly
8) Public Safety	17535 Dartown Road	8yd-Bi-wkly & Recycle Cart(2)-weekly
9) Fire Station 82	1920 East 151st Street	2yd & Recycle
Cart (1)-weekly		
10) Fire Station 83	17944 Grassy Branch Rd	2yd & Recycle Cart (1)-weekly
11) City Hall	130 Penn Street	Trash Cart (2) & Recycle Cart (2)-weekly
12) Trustee	1549 E Greyhound Pass	Trash Cart (2) & Recycle Cart (2)-weekly

Included Shredding Service

Shred Box Service – Lockable consoles and once a month pickup for the following locations:

1) Public Safety	17535 Dartown Road-Police	1 Console
2) Public Safety	17535 Dartown Road-Fire	1 Console
3) City Services	2728 E 171 st St	1 Console
4) City Hall	130 Penn St	2 Consoles

RAY'S TRASH SERVICE AND THE CITY OF WESTFIELD HAVE READ AND
AGREE TO THE ATTACHED CONTRACT TERMS AND CONDITIONS.

Effective Date: January 1, 2016

Expiration Date: December 31, 2020.

Donald Matthews

Ray's Representative Printed Name

President

Ray's Representative Title

Donald Matthews 5/16/16

Ray's Representative Signature and Date

John Rogers

City of Westfield Representative Printed Name

Director of Enterprise Development

City of Westfield Representative Title

City of Westfield Representative Signature and Date

EXHIBIT C-3

Debris Clean-Up

The contractor shall supply to the City various sized dumpsters for the purpose of citywide bulk-trash events. The debris materials will be weighed and invoiced at a reduced rate per pound charge. A per dumpster charge including pulling and receiving of debris from the dumpsters shall be as listed below:

Shredder Truck- per hour	\$135 per hour
Document destruction-per lb.	\$0.15 per pound
Rear load Trucks- per hour	\$90 per hour port to port plus disposal
Additional laborer- per hour	\$25 per hour
Electronic Box Truck	\$90 per hour port to port plus \$15 per e-waste item
Twenty (20) yard dumpster	\$150 per haul plus fuel surcharge, plus disposal on trash, \$5 per yard on solid fill, rebate on metal
Haul/final pull fee	\$150 per haul plus fuel surcharge
Disposal-per ton	\$38 per ton

The City reserves the right to contract collection and disposal of the below items with another vendor. If another vendor is not selected by the City, Ray's will charge the below to residents directly.

Detailed Fee Schedule for Car Tires, e-waste, TV's, etc.

Car Tires: \$5 each

Truck Tires: \$10 each

TV's up to 37": \$15 each

TV's 37" and above: \$25 each

E-waste: \$15 per item

Bond Number 9062618

Obligee: City of Westfield, Indiana

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Michael P. Bond, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Terry R. Hurst, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of July, A.D. 2015.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Michael P. Bond

By: Michael P. Bond
Vice President



Eric D. Barnes

By: Eric D. Barnes
Secretary



State of Maryland
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Michael P. Bond, Vice President and Eric D. Barnes, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



Attorney-in-Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

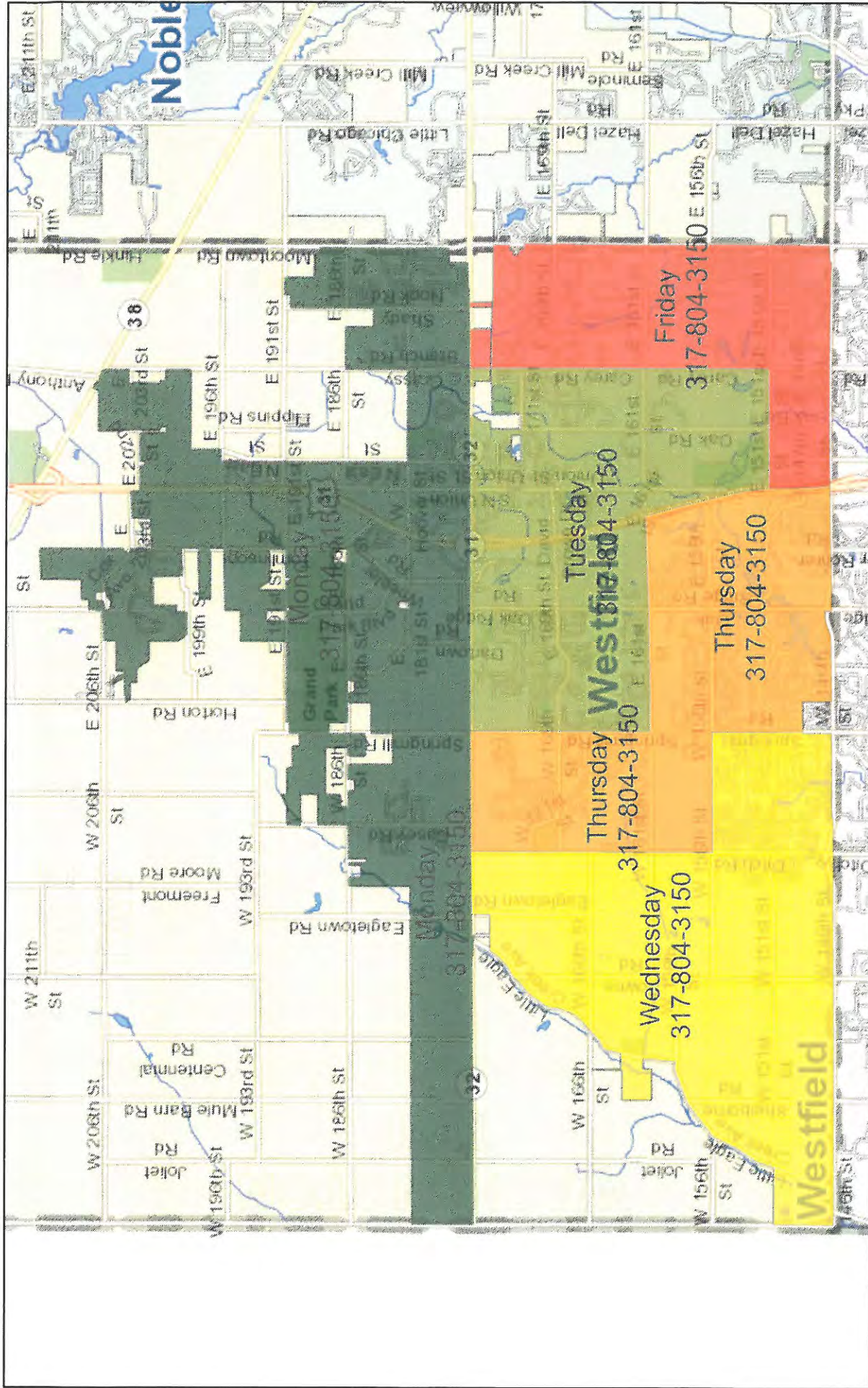
RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of December, 2015.



A handwritten signature in cursive script, reading "Thomas O. McClellan".

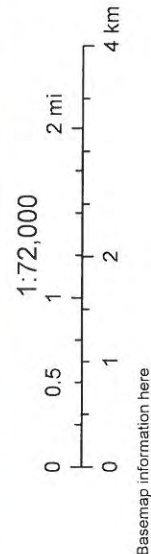
Thomas O. McClellan, Vice President



May 17, 2016

Trash Schedule

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday



Basemap information here



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Associated Insurance Agencies, Inc.
8355 Rockville Road
Indianapolis IN 46234

CONTACT NAME: Steve Huffman
PHONE (A/C, No, Ext): 317-271-8666 FAX (A/C, No): 317-273-6315
E-MAIL ADDRESS: service@associated-insurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Great Divide Insurance Co

25224

INSURER B : Nautilus Insurance Company

17370

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Ray's Holdings, Inc dba
Ray's Trash Service, Inc
DRAWER 1
Clayton IN 46118

COVERAGES

CERTIFICATE NUMBER: 739729920

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			GLP01527855-14	6/5/2015	6/5/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ Pollution ☒ CA 99 48			BAP1527854-14	6/5/2015	6/5/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability			SSP200538812	6/5/2015	6/5/2016	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Holder is listed as additional insured on a primary and non-contributory status.
City of Westfield, 130 Penn Street, Westfield, IN is listed as additional insured.

CERTIFICATE HOLDER

City of Westfield
130 Penn Street
Westfield IN 46074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MJ Insurance, Inc. PO Box 50435 Indianapolis, IN 46250-0435 317 805-7500	CONTACT NAME: MJ Insurance, Inc. PHONE (A/C, No, Ext): 317 805-7542 FAX (A/C, No): 317 805-7515 E-MAIL ADDRESS: certificate@mjinsurance.com																					
INSURED Ray's Holdings, Inc; Ray's LLC Ray's Trash Services, Inc. PO Box 50 Clayton, IN 46118	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Sentry Casualty Company</td><td>28460</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentry Casualty Company	28460	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Sentry Casualty Company	28460																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

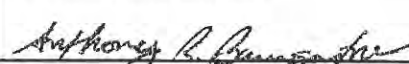
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS						
	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	901906401	04/01/2016	04/01/2017	
				3A-STATES INCL: IN 3C-STATES EXCL: ND, OH, WA, WY			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Westfield 130 Penn Street Westfield, IN 46074	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
Chuck Lehman
Robert J. Smith
Cindy L. Spoljaric
Robert W. Stokes

Clerk Treasurer
Cindy J. Gossard

Customer Service

(317) 804-3150 office
(317) 804-3181 fax
2728 East 171st Street
Westfield, IN 46074
westfield.in.gov

December 16, 2015

Havencrest LLC
4085 Oakleaf Drive
Zionsville IN 46077

Att. Marcie Lewis
317-965-1968

RE: Notice of Violation – Ordinance 05-30
The Lakes - Illicit Discharge

To Whom It May Concern,

This letter is to serve as the Notice of Violation of City of Westfield Stormwater Ordinance 05-30, Section 11: Discharge Prohibitions. On December 16, 2015 at approx. 10:00 am it has been noted that an illicit discharge of muddy water and sediment entered the storm water system via the deliberate removal of sediment control and the intentional routing of muddy water and sediment from 3497 Roudebush Way into The Lakes, subdivision pond.
Please see attached photos

There is a \$1,000 fine for the first offense. The fine is payable to "Westfield Public Works Department". To avoid incurring additional fines please remit payment to Customer Service, Westfield Public Service Department, 2728 E 171st Westfield, Indiana 46074 no later than the close of business on January 1, 2016.

Please note that you have the right to appeal this violation pursuant to Section 25 of Ordinance 05-30.

Please feel free to contact me with any questions at 317-605-5141

Gary Smith
Encroachment Inspector
City of Westfield
Public Works

**WALZ
CERTIFIED
MAILER®**

FROM

WALZ

FORM #35663 VERSION: 12/14
U.S. PAT. NO. 5,501,393

9414 7266 9904 2035 0274 84

Havencrest LLC
4085 Oakleaf Drive
Zionsville IN 46077
Att. Marcie Lewis

Label #1

Havencrest LLC
4085 Oakleaf Drive
Zionsville IN 46077
Att. Marcie Lewis

Label #2

Brian J. Zaiger
Krieg DeVault LLP
12800 North Meridian Street, Suite 300
Carmel, Indiana 46032

Label #3

TO: Havencrest LLC
4085 Oakleaf Drive
Zionsville IN 46077
Att. Marcie Lewis

SENDER: Brian J. Zaiger

REFERENCE: WEFD-2

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

**Receipt for
Certified Mail®**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Havencrest LLC
4085 Oakleaf Drive
Zionsville IN 46077
Att. Marcie Lewis

Charge \$
Amount:

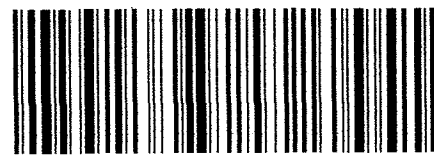
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



9414 7266 9904 2035 0274 84

C

2. Article Number



9414 7266 9904 2035 0274 84

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:
Havencrest LLC
4085 Oakleaf Drive
Zionsville IN 46077
Att. Marcie Lewis

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☐ Agent
☐ Addressee

X

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Reference Information

WEFD-2

Brian J. Zaiger

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

March 23, 2016

Brian J. Zaiger
Direct Dial: (317) 238-6266
E-mail: bzaiger@kdlegal.com

Havencrest LLC
4085 Oakleaf Drive
Zionsville IN 46077
Att. Marcie Lewis

RE: Notice of Violation – Ordinance 05-30
The Lakes - Illicit Discharge

Dear Ms. Lewis,

I am writing to you in my capacity as the Westfield City Attorney. It is my understanding that you had requested an appeal of the fine imposed for an illicit discharge as outlined by Ordinance 05-30. Please be advised that appeals of this nature are now heard by the Westfield Board of Public Works. Your appeal will be heard at their next meeting on March 30, 2016 at 1:00 p.m.

You have previously received a Notice of Violation of the City of Westfield Stormwater Ordinance 05-30, Section 11: Discharge Prohibitions. More specifically it states that on December 16, 2015 at approximately 10:00 a.m. it was discovered that an illicit discharge of muddy water and sediment entered the storm water system via the deliberate removal of sediment control and the intentional routing of muddy water and sediment from 3497 Roudebush Way into The Lakes, subdivision pond. This is a violation of the Ordinance. It appears that you admitted responsibility for this control.

There was a \$1,000 fine for the first offense. Additional penalties may be imposed.

The appeal is a rather informal process. I will be representing the City of Westfield. You may of course have representation as well. Please contact me if you have any questions.

Sincerely,



Brian J. Zaiger

KD_7997884_1.DOCX

