



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_03_22_2017

Wednesday, March 22, 2017 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, March 22, 2017 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Documents: [Meeting Minutes February 22, 2017](#)

Bid Approval

Construction Standards & Specifications Changes

Change Orders

Contracts/Leases

Agreements and/or Memorandum of Understanding (MOU)

Action Item #2:

Revocable License Agreement - 18881 IMMI Way (IMMI)

Documents: [Revocable License Agreement](#)

Action Item #3:

Construction Engineering Contract Handicap Ramps

Documents: [Professional Services Agreement - United Consulting](#)

Action Item #4:

Establishment of the Technical Review Committee for Grassy Branch Creek

Restoration Project

Documents: [Grassy Branch Restoration Phase II](#)

Action Item #5:

Keeneland Park Road Impact Fee Credit Agreement

Documents: [RIF Credit Agreement - KP Streetlight](#)

Action Item #6:

Westfield Standards & Specifications - 2017 Revision

Documents: [2017 Revisions](#)

Action Item #7:

Roudebush/Westfield

Documents: [Quitclaim Deed - BDL](#) | [Quitclaim Deed - Steve](#) | [Quitclaim Deed - Steve & Jeff](#)

Consent Agenda

Bond Information

Documents: [March Bond Information](#)

Department Reports

Fire

Police

Documents: [WPD February Report](#)

Public Works

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

February 2017

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WESTFIELD POLICE DEPARTMENT

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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	0
Admin- Special Detail	1
Admin- Test Calls	0
Admin- Tow Release	3
Admin- Warning Correction	0
Alarm- Bank	1
Alarm- Business	61
Alarm- Residence	57
Animal- Complaints	23
Assault- Battery	3
Assault- Sexual	2
Assist- Fire Incident	9
Assist- Medical Incident	11
Assist- Other Agencies	25
Bomb Found/ Suspicious Pkg	0
Burglary/ Home Invasion	2
Damage/ Vandalism/ Mischief	7
Deceased- All Others	0
Disturbance	22
Drugs- Complaint	4
Fight	0
Fireworks Complaint	1
Fraud- Criminal Deception	1
Fraud- Forgery	21
Fraud- Prescription	0
Harassment/ Stalking/ Threat	15
Indecency / Lewdness	0
Intoxicated- Possible DUI	13
Loud Party	1
Mental/ Emotional	9
Miscellaneous	10
Noise Complaint	14
Nuisance	0
Person - Missing	1

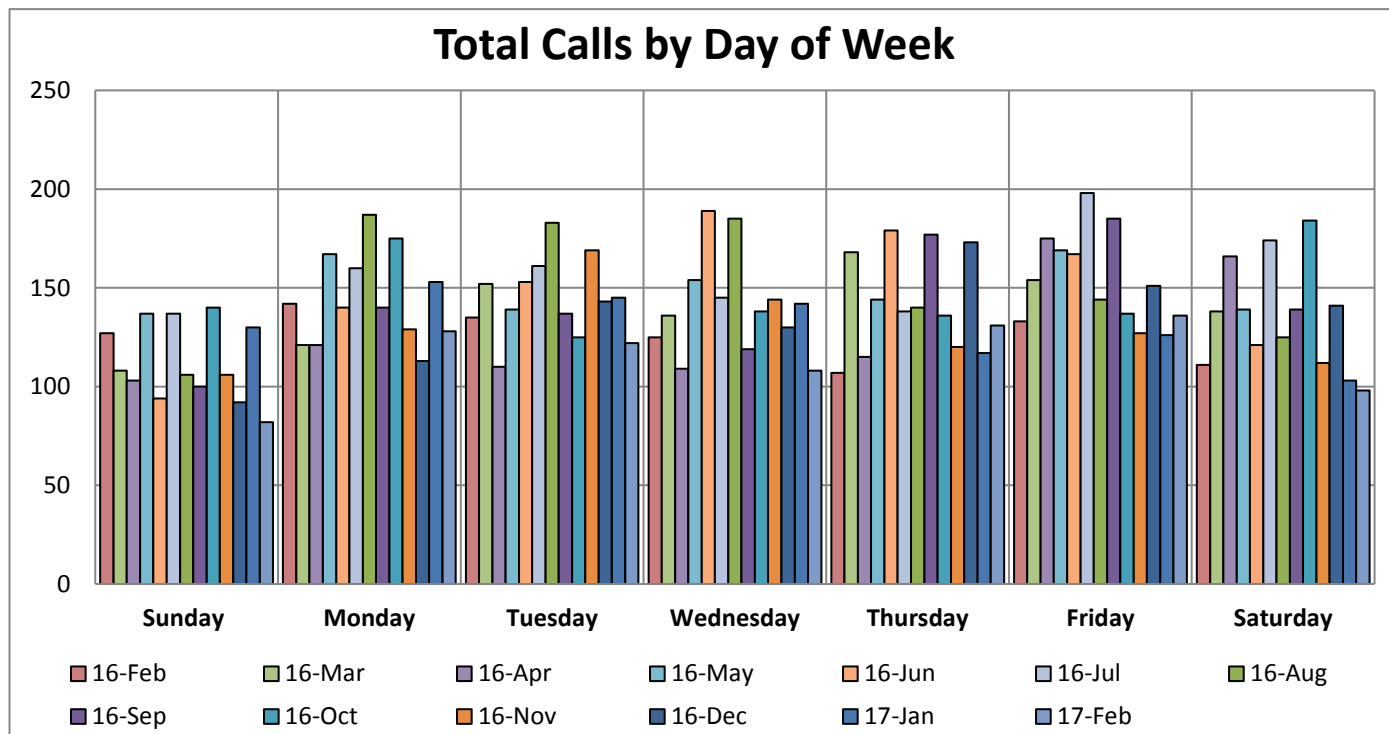
Person- Runaway	1
Robbery-Carjacking	0
Service Call- 9-1-1 Hang Up	25
Service Call- Damage to Property	10
Service Call- Found Property	12
Service Call- Keep the Peace	19
Service Call- Lost Property	6
Service Call- Notification	1
Service Call- Security Check	8
Service Call- Vehicle Lockout	52
Service Call- Vin Check	15
Service Call- Welfare Check	30
Suicidal- Attempted	0
Suicidal- Persons Threatening	2
Supplemental- Case Follow Up	51
Suspicious- Noises	2
Suspicious- Open Door/ Window	9
Suspicious- Person/Prowler	27
Suspicious- Solicitor	5
Suspicious- Vehicle	19
Theft- From a Vehicle	0
Theft- Of a Vehicle	6
Theft- Others	24
Theft- Shoplifting	10
Trespassing/ Unwanted Person	7
Trfc Complaint - Abandoned Veh	6
Trfc Complaint- Driving Issues	22
Trfc Complaint- Parking Issues	10
Trfc Hazard- Debris in Road	8
Trfc Hazard- Disabled Vehicle	23
Trfc Hazard- Trfc Signal Out	0
Trnsprtn Acdnt- MV Hit & Run	7
Trnsprtn Acdnt- MV Prop Damg	54
Trnsprtn Acdnt- MV Prsnl Inj	7
Verbal Argument	0
Warrant Service	0
Weapons- Person Carrying	2
Weapons- Shots Fired	4

WESTFIELD POLICE DEPARTMENT

February 2017

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

DAY	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb
Sunday	127	108	103	137	94	137	106	100	140	106	92	130	82
Monday	142	121	121	167	140	160	187	140	175	129	113	153	128
Tuesday	135	152	110	139	153	161	183	137	125	169	143	145	122
Wednesday	125	136	109	154	189	145	185	119	138	144	130	142	108
Thursday	107	168	115	144	179	138	140	177	136	120	173	117	131
Friday	133	154	175	169	167	198	144	185	137	127	151	126	136
Saturday	111	138	166	139	121	174	125	139	184	112	141	103	98
TOTAL	880	977	899	1049	1043	1113	1070	997	1035	907	943	916	805



WESTFIELD POLICE DEPARTMENT

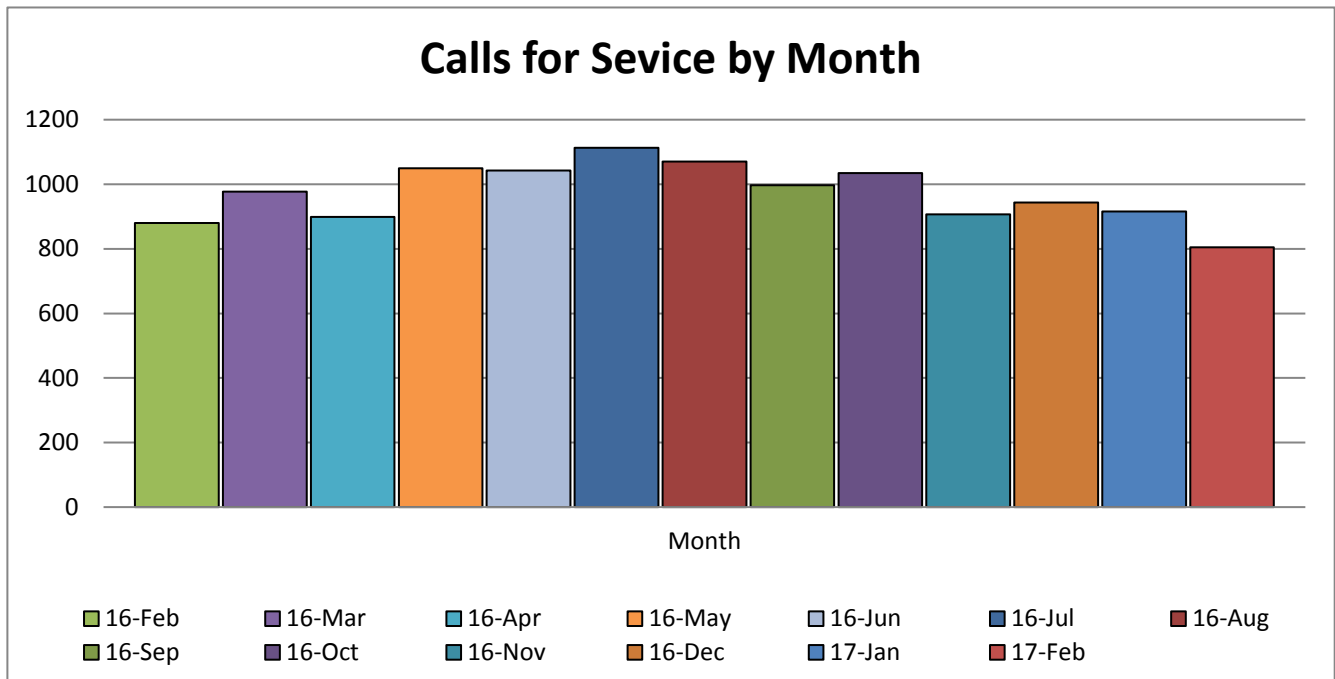
February 2017

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

HOURL	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb
0	20	26	19	12	26	39	24	23	21	18	28	22	14
1	10	11	11	10	16	26	21	20	15	17	17	14	13
2	9	12	7	12	12	17	11	14	19	9	7	18	9
3	10	10	8	9	15	12	11	13	12	12	16	15	10
4	9	10	9	12	8	14	12	7	7	13	13	10	11
5	8	8	12	9	13	22	11	15	10	8	13	7	16
6	15	13	5	13	17	12	14	28	21	14	17	21	8
7	20	31	34	24	29	32	32	41	32	35	39	31	23
8	39	46	38	40	33	50	51	39	37	35	43	29	33
9	34	47	49	44	47	38	50	37	52	45	46	37	37
10	49	45	49	66	59	54	53	40	53	53	48	42	38
11	49	59	45	69	68	56	70	47	51	44	66	49	39
12	46	46	42	64	70	67	51	61	59	59	55	53	33
13	52	62	64	65	82	60	57	63	63	49	56	57	51
14	69	57	47	70	64	58	51	61	71	60	52	67	57
15	71	69	72	63	63	72	83	47	70	78	59	66	75
16	60	60	56	73	55	71	68	59	54	59	56	65	62
17	69	85	72	73	60	63	71	79	84	52	49	65	57
18	60	81	54	68	61	56	68	76	64	61	60	51	48
19	51	49	47	58	60	64	59	60	68	51	49	54	49
20	39	48	52	48	45	61	58	54	48	50	41	39	37
21	32	36	41	57	52	62	61	50	45	34	42	35	31
22	34	40	37	38	52	65	38	33	46	31	35	37	29
23	25	26	29	52	36	42	45	30	33	20	36	32	25
TOTAL	880	977	899	1049	1043	1113	1070	997	1035	907	943	916	805

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WESTFIELD POLICE DEPARTMENT

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UCR OFFENSES

OFFENSE	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Sep	16-Nov	16-Dec	17-Jan	17-Feb
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	1	0	0
Rape	0	0	0	1	0	0	0	0	1	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	1	0	3	0
Battery - Aggravated	4	3	0	2	0	0	2	0	6	1	1	2	4
Battery - Simple	10	15	11	11	11	13	23	18	10	22	18	11	9
Burglary	2	1	1	2	2	1	5	3	0	1	1	7	2
Theft	19	30	32	44	37	44	30	25	31	36	18	33	25
Motor Vehicle Theft	0	0	2	1	2	1	1	3	1	1	1	2	0
TOTAL	35	49	46	61	52	59	61	49	49	62	40	58	40

WESTFIELD POLICE DEPARTMENT

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NON UCR OFFENSES (PART II)

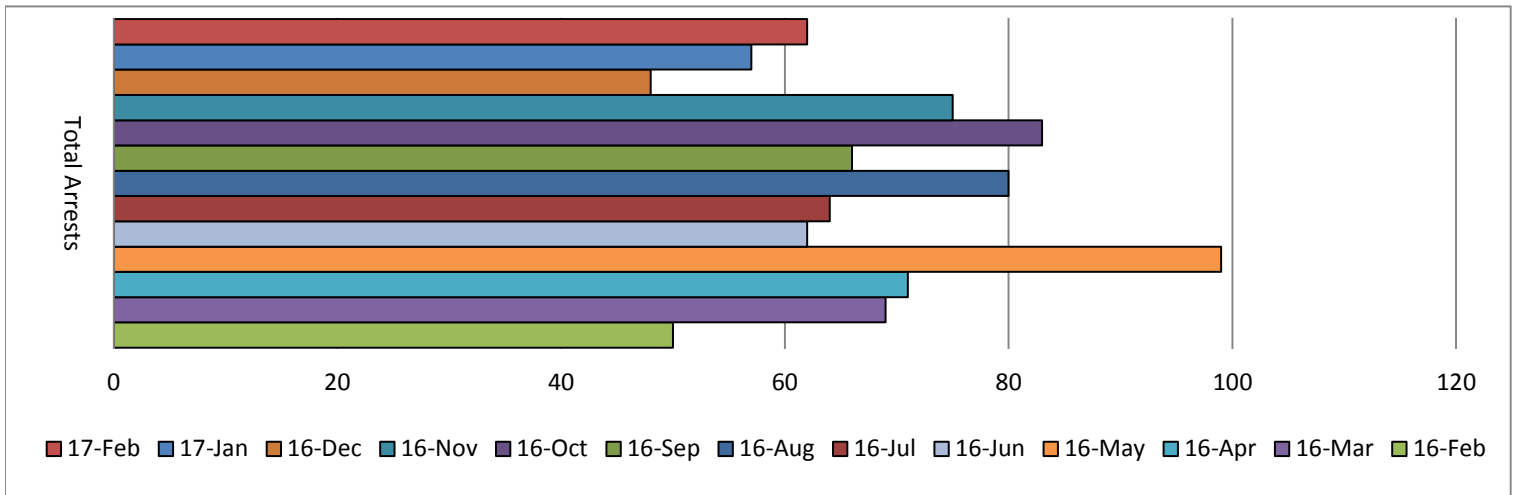
ANIMALS/ INCLUDING DOG BITES	4
ASSIST OTHER AGENCY	8
CHILD ABUSE / NEGLECT REPORTED	18
CHILD CUSTODY DISPUTE	2
CIVIL DISPUTE	5
CRIMINAL MISCHIEF/VANDALISM	9
DAMAGED PROPERTY	7
DEATHS OTHER THAN HOMICIDE/SUICIDE	1
DISORDERLY CONDUCT	1
DISTURBANCE/ARGUMENTS/FIGHTS	9
DRIVING WHILE SUSPENDED	6
DRUG ABUSE VIOLATIONS	0
FIRES / UNDETERMINED	1
FRAUD	17
HARASSMENT	0
IDENTITY THEFT	0
JUVENILE COMPLAINT	2

LEAVING THE SCENE	7
LIQUOR LAW VIOLATIONS	2
MISSING PERSON	0
NOISE COMPLAINT	0
OPERATING WHILE INTOXICATED	12
OPERATING WITH NO LICENSE	9
PROPERTY FOUND	7
PROPERTY LOST	3
RUNAWAY	0
SUICIDE/ATTEMPTS/THREATS OF	4
SUSPICIOUS INCIDENT/PERSON	5
THREATS/INTIMIDATION	0
TRAFFIC VIOLATIONS	0
TRESPASSING	0
WARRANT ARREST	1
WEAPON VIOLATION	2
WELFARE CHECK	3

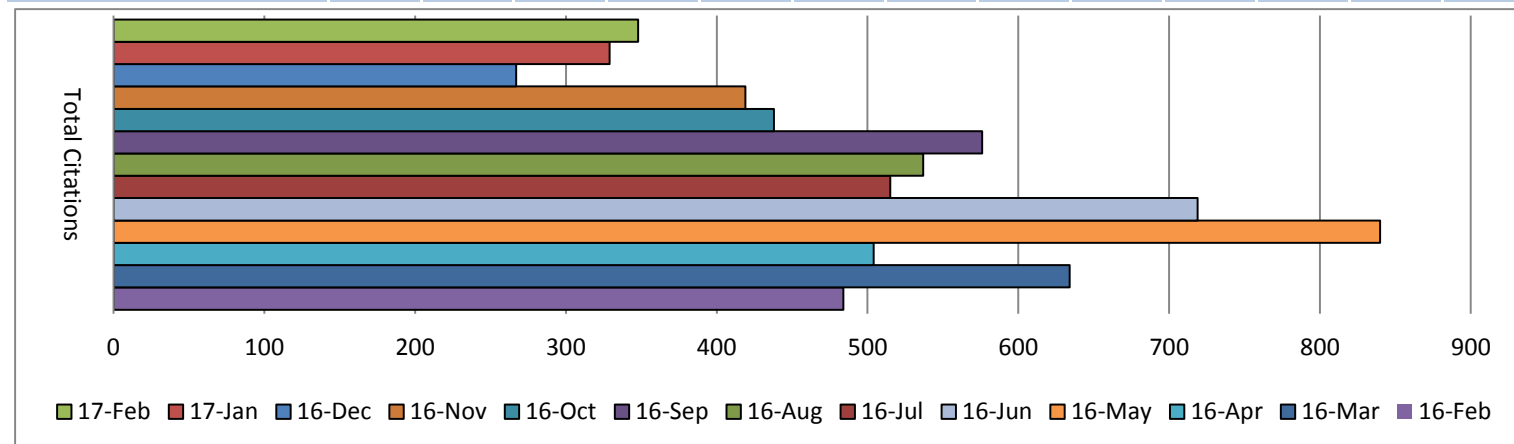
WESTFIELD POLICE DEPARTMENT

February 2017

Arrest Reports Taken	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb
Alcohol/ Drug Related	21	22	29	50	23	37	32	26	33	32	15	21	35
Felony Charges	14	23	8	27	17	18	17	9	20	27	20	24	21
Misdemeanor Charges	66	81	102	131	86	83	94	74	106	98	57	75	79
Traffic Arrest Charges	40	40	54	56	51	41	51	48	87	52	41	35	54
Total Arrests	50	69	71	99	62	64	80	66	83	75	48	57	62



Traffic	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb
Total Citations	484	634	504	840	719	515	537	576	438	419	267	329	348
Total Written Warnings	890	1232	1094	1307	1366	1211	1205	1481	1112	932	867	947	1059
Total Traffic Accidents	56	46	45	45	60	45	62	65	66	59	94	75	51
<i>Hit and Run</i>	5	4	6	8	8	6	4	4	8	5	13	9	11
<i>Personal Injury</i>	7	7	8	7	9	6	12	10	11	9	16	7	9
<i>*Fatality</i>	0	0	0	0	0	0	0	0	0	0	1	0	0
<i>Property Damage</i>	44	35	31	30	43	33	46	51	47	45	64	59	31

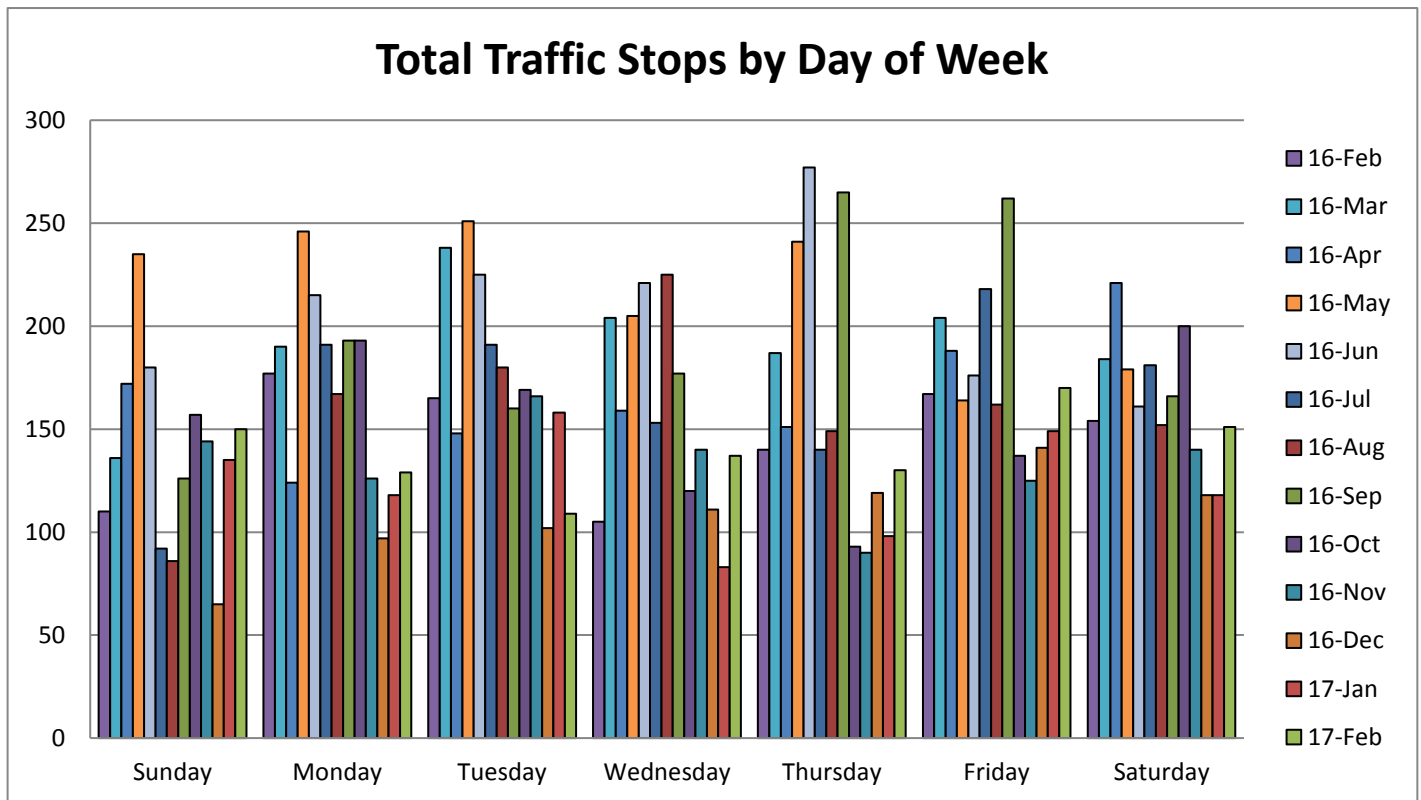


WESTFIELD POLICE DEPARTMENT

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Traffic Stops: SELF INITIATED by Day of Week

Day:	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb
Sunday	110	136	172	235	180	92	86	126	157	144	65	135	150
Monday	177	190	124	246	215	191	167	193	193	126	97	118	129
Tuesday	165	238	148	251	225	191	180	160	169	166	102	158	109
Wednesday	105	204	159	205	221	153	225	177	120	140	111	83	137
Thursday	140	187	151	241	277	140	149	265	93	90	119	98	130
Friday	167	204	188	164	176	218	162	262	137	125	141	149	170
Saturday	154	184	221	179	161	181	152	166	200	140	118	118	151
TOTAL	1018	1343	1163	1521	1455	1166	1121	1349	1069	931	753	859	976



WESTFIELD POLICE DEPARTMENT

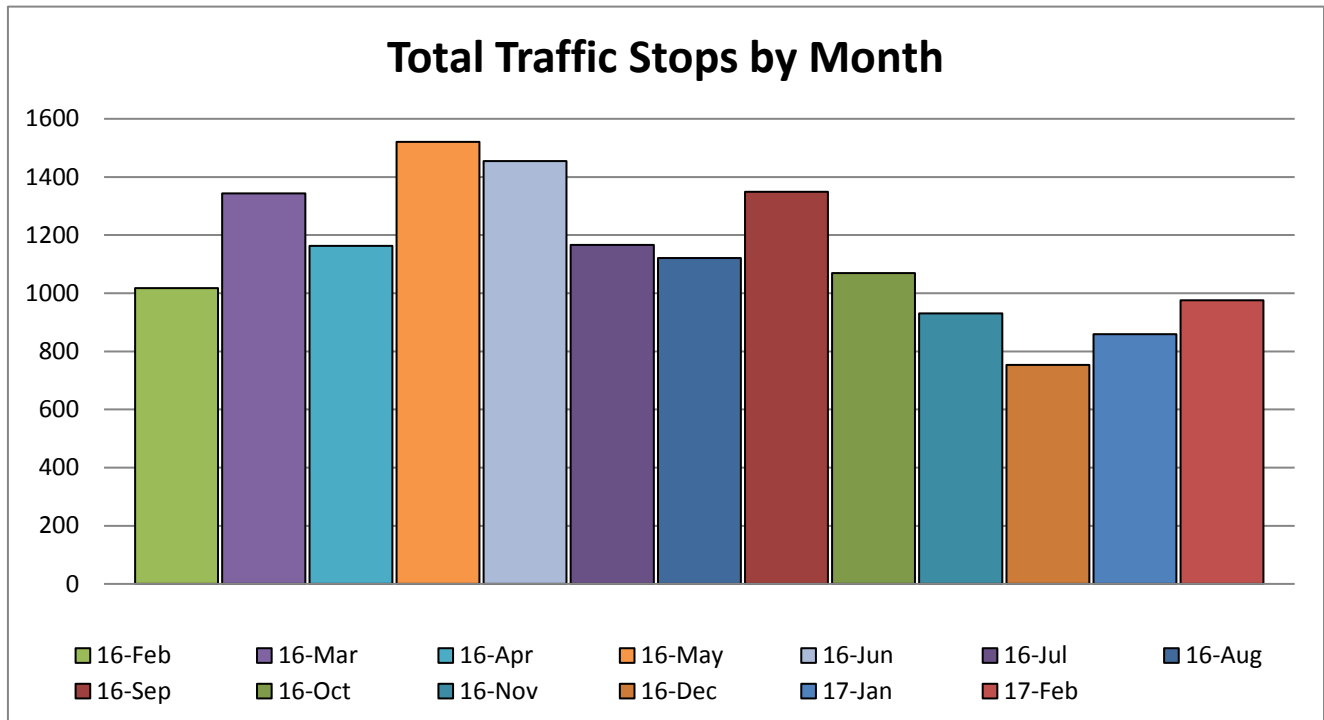
February 2017

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb
0	31	61	37	47	70	61	47	70	57	54	43	42	40
1	22	35	25	40	34	41	38	40	39	49	23	24	35
2	11	15	20	15	19	17	11	21	23	27	11	15	18
3	8	15	12	9	2	6	10	16	19	20	1	9	15
4	11	28	11	20	11	6	8	9	20	11	3	7	6
5	4	9	10	18	22	7	5	17	11	12	2	9	6
6	29	28	22	44	39	47	23	28	22	11	11	19	17
7	57	83	86	103	69	60	77	47	50	48	31	49	59
8	58	93	59	84	90	28	62	80	56	32	45	44	62
9	59	77	70	78	75	76	52	63	48	50	35	41	55
10	78	86	93	120	140	116	97	114	79	68	64	48	80
11	54	57	54	79	82	73	56	56	53	40	31	26	50
12	38	43	33	63	51	39	30	41	31	42	33	31	53
13	57	59	84	96	77	47	68	55	67	43	44	70	48
14	55	81	101	109	71	67	63	72	45	63	46	66	44
15	43	63	54	88	65	60	60	74	44	38	32	40	34
16	38	51	39	67	58	32	26	44	31	16	20	27	22
17	54	53	49	61	55	39	35	48	23	13	12	19	22
18	88	112	86	126	130	96	98	101	61	70	69	64	61
19	63	97	60	102	93	63	54	96	67	58	59	47	47
20	19	18	19	17	6	8	28	49	37	27	31	23	27
21	41	33	45	30	41	29	42	47	50	13	17	28	44
22	55	58	53	55	81	76	71	71	63	58	40	74	60
23	45	88	41	50	74	72	60	90	73	68	50	37	71
TOTAL	1018	1343	1163	1521	1455	1166	1121	1349	1069	931	753	859	976

WESTFIELD POLICE DEPARTMENT

February 2017



**Westfield Police Department
Community Events
February 2017**

2/4 Maple Glen Winter Carnival – Nights A

2/20 Library Staff Day – Officer Todd

2/20 Cub Scout Police Department Tour/Safety Talk – Nights B

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

2/2 Monthly K9

2/9 Monthly ESU

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this 27th day of January 2017, (the "Effective Date") by and between the City of Westfield, Indiana, a municipal corporation ("City") and Anthony Properties LP / Indiana Mills & Manufacturing, Inc, (IMMI) its successors and assigns ("Licensee").

WHEREAS, Licensee is the fee simple property owner of Hamilton County parcel number 09-06-30-00-027.000 recorded in the Hamilton County real property records on October 21, 1996, under Instr. No. 9609644563, City of Westfield, Hamilton County, Indiana ("Licensee's Property"), also known as 18881 IMMI Way, Westfield, Indiana; and,

WHEREAS, City is the owner of the following real property situated in the County of Hamilton and State of Indiana, to wit: See Exhibit "A," attached hereto and incorporated herein by this reference ("City's Property"); and,

WHEREAS, City has concurrently with the entering into of this Agreement entered into a Maintenance Agreement ("Maintenance Agreement") with the Licensee wherein the Licensee is allowed to keep and maintain landscaping, water sprinkling and irrigation systems, sod, trees, signage and related personal property on the City's Property, as more specifically set forth therein; and,

WHEREAS, The City has agreed to grant to Licensee a revocable and non-exclusive personal privilege license to occupy and use, the City's Property, all in accordance with, and subject to the terms, conditions and limitations of, this Agreement and the Maintenance Agreement.

NOW, THEREFORE, the City and the Licensee agree as follows:

1. Grant of Revocable License. The City hereby grants to the Licensee a revocable and non-exclusive personal privilege and permission ("License") to enter upon the City's Property subject, however, to the terms, conditions and limitations of this Agreement and the Maintenance Agreement. The License herein granted shall be subject to all existing utility easements and City improvements, if any, located on, over or under the City's Property.
2. Term. This Agreement and the License granted to Licensee hereunder shall commence as of the Effective Date of this Agreement and shall automatically renew annually, unless otherwise terminated as provided for in Paragraph 9, below.
3. No Interest In Land. Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee's favor in the City's Property. The City retains legal possession of the full boundaries of City's Property and this Agreement merely grants to the Licensee the personal privilege to enter upon the City's Property throughout the term of this Agreement.

Notwithstanding the expenditure of time, money or labor by the Licensee on any improvements which Licensee may install on the City's Property pursuant to the Maintenance Agreement, this Agreement shall in no event be construed to create an assignment coupled with

Westfield Revocable License Agreement

an interest in favor of the Licensee. Licensee shall expend any time, money or labor at Licensee's own risk and peril.

4. Limited Scope of License. The License granted to the Licensee is limited in scope to the following permitted use or uses: to keep and maintain landscaping, water sprinkling and irrigation systems, sod, trees, signage and related personal property on the City's Property in conformance with the rights granted to the Licensee under the Maintenance Agreement. Licensee shall not have the right to expand the License or Licensee's use of the City's Property or to alter or change the Licensee's use of the City's Property.

5. Use of Licensed Premises By Others. Licensee may permit Licensee's employees, business invitees, contractors, subcontractors, agents, residents and others to use the portion of the City's Property for which this Agreement has been executed.

6. Transferability of License. Consent for the transfer to a subsequent owner of Licensee's Property of the License granted to the Licensee by this Agreement shall be at the sole discretion of the City, which consent may be withheld by the City in its sole discretion; provided, however, that in the event such consent is granted, such subsequent owner shall be required to assume in writing all of Licensee's obligations hereunder (in a form acceptable to City) and such subsequent owner shall acquire nothing more than the personal privilege herein granted to Licensee. Further, the rights of any subsequent owner shall be subject to termination in accordance with the provisions of Paragraph 9 of this Agreement.

7. Default. In the event Licensee defaults in the performance of any of the covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the City shall notify the Licensee in writing of the nature of such default. Within fifteen (15) days following receipt of such notice the Licensee shall correct such default; or, in the event of a default not capable of being corrected within fifteen (15) days, the Licensee shall commence correcting the default within fifteen (15) days of receipt of notification thereof and thereafter correct the default with due diligence. If the Licensee fails to correct the default as provided hereinabove, the City, without further notice, shall have the right to declare that this Agreement is terminated pursuant to Paragraph 9 hereof effective upon such date as the City shall designate. The rights and remedies provided for herein may be exercised singly or in combination.

8. Termination. This Agreement and the License herein granted to Licensee is fully terminable in accordance with the following terms and conditions:

A. Termination Upon Notice To Licensee. This Agreement, and the License herein granted to Licensee, may be terminated by City without liability for breach of this Agreement by the giving of notice as hereafter provided. If notice of termination is given by the City pursuant to this Paragraph 9, this Agreement, and the License herein granted to Licensee, shall terminate thirty (30) days from the date of the notice of termination. The notice provision established by this paragraph 9.A. shall conclusively be deemed to be reasonable.

B. Termination Upon Destruction Or Removal Of Improvements. In the event that Licensee's improvements which have been placed by Licensee on the City's Property pursuant to the Maintenance Agreement are destroyed and Licensee has no intent to replace same, or are

permanently removed by Licensee, this Agreement, and the License herein granted to Licensee, may be terminated by City upon not less than thirty (30) days' advance written notice to Licensee.

C. Termination Upon Default. This Agreement and the License herein granted to Licensee may be terminated by the City upon the default of the Licensee in the performance of the covenants or agreements of this Agreement, in accordance with the provisions of Paragraph 8 of this Agreement.

D. Recording Of Notice Of Termination. Upon termination of this Agreement the City may cause to be recorded with the Clerk and Recorder of Hamilton County, Indiana a written Notice of Termination.

E. No Compensation To Licensee. In the event of termination of this Agreement for any reason, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall Licensee be compensated for any improvements which must be removed from the City's Property.

9. Removal Of Improvements Upon Termination; Condition. At such time as this Agreement and the License herein granted to Licensee is terminated the Licensee shall remove, at Licensee's sole expense, any and all personal property from the City's Property, and re-seed the City's Property with a native seed mixture approved in advance by the City in order to achieve a condition equal to the condition of the City's open space property adjacent to or in the vicinity of the City's Property. The Licensee may abandon any water sprinkling and irrigation system in place, with pipes and sprinklers capped.

10. Insurance. Licensee shall obtain and maintain at all times during the term hereof, at Licensee's sole cost, a policy or policies of comprehensive general liability insurance with limits of coverage of not less than \$1,000,000 for injuries, damages or losses sustained by any one person in any one accident or event, and not less than \$1,000,000 for injuries, damages or losses incurred by two or more persons in any one accident or event. The City shall be named as an additional insured on all such policies and Licensee shall furnish the City with a copy of such policy or policies prior to the effective date hereof. Notwithstanding anything contained herein to the contrary, City may terminate this Agreement, and the license herein granted to Licensee, in accordance with the provisions of Paragraphs 8 and 9 of this Agreement, if Licensee fails to procure and maintain the insurance required by this Paragraph 11. If at any time while the Agreement is in effect, the limits of liability for local governments under the Indiana Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., are raised above the limits of liability provided hereinabove, Licensee's insurance requirement provided in this Paragraph 11 shall be increased accordingly.

11. Maintenance. During the term of this Agreement the Licensee shall, at Licensee's sole expense, maintain, in good condition and repair, the improvements and personal property which Licensee has placed or will place on the City's Property in accordance with the Maintenance Agreement.

12. Licensee's Waiver Of Claims Against City. As a part of the consideration paid by Licensee for this Agreement, Licensee hereby waives any and all claims which Licensee now has or may or

might hereafter have or acquire against City for loss or damage to the Licensee's improvements and personal property which Licensee has placed or will place on the City's Property arising from the use by the City, or the public, of the City's Property for any purpose.

13. Indemnification. Licensee agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the Licensee's use of the City's Property pursuant to this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the actions or omissions of Licensee, any contractor or subcontractor of the Licensee, or any officer, employee, tenant, agent, customer, or representative of the Licensee, or of any person permitted or allowed to use the City's Property by Licensee, or which arise out of any worker's compensation claim of any employee of the Licensee or of any subcontractor of the Licensee or of any tenant of Licensee; except to the extent such liability, claim or demand arises through the negligence or intentional malfeasance of City, its officers, employees or agents. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands falling within the limitations provided herein at the sole expense of the Licensee. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

14. Mechanics' Liens. Licensee shall not allow any mechanics' or similar liens to be filed against the City's Property arising from any work done by Licensee on the City's Property, and Licensee shall indemnify and hold City harmless with respect thereto, including any attorney's fees incurred by City in connection with any such lien or claim. If any mechanics' or other liens shall be created or filed against the City's Property by reason of labor performed by, or materials furnished for, the Licensee, the Licensee shall, within ten (10) days thereafter, at the Licensee's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed. Failure to do so shall constitute a default hereunder for which the City may terminate this Agreement in accordance with the provisions of Paragraphs 8 and 9 of this Agreement.

15. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following:

If to the City:

City of Westfield
Attn: Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

If to the Licensee:

Anthony Properties LP
(Leased by Indiana Mills & Manufacturing, Inc.)
1919 E. 191st Street
Westfield, IN 46074

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided in this Paragraph 16.

16. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

17. Waiver. The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

18. Governmental Immunity. The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Indiana Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other law or limitations otherwise available to City, its officers, or its employees.

19. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto with regard to the subject matter contained herein and supersedes any prior agreement or understanding relating to the subject matter of this Agreement, with the exception of the Maintenance Agreement entered into between the City and the Licensee of same date hereof, which shall remain in full force and effect. Any other such prior agreement shall be deemed to be null and void and of no further effect.

20. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

21. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

22. Terminology. Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

24. Situs, Venue and Severability. The laws of the State of Indiana shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Court of the County of Hamilton, State of Indiana. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

25. Authority Of City. This Agreement is entered into pursuant to Board of Public Works approval of the City of Westfield, Indiana dated _____, 2016.

[Signatures on following page]

EXHIBIT "A"

(legal description of City's Property)

Hamilton County, Indiana

Ownership, Transfers, Deductions & Credits

Disclaimer:

The information available through this program is current as of May 30, 2016.

This program allows you to view and print certain public records. Each report reflects information as of a specific date; so the information provided by different reports may not match. All information has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. It may not reflect the current information pertaining to the property of interest.

County Parcel No: 09-06-30-00-00-027.000	State Formatted Parcel No: 29-06-30-000-027.000-015
Property Address: 18881 Immi Wy Westfield, IN 46074	Deeded Owner: Anthony Properties LP Owner Address: 1919 E 191ST ST Westfield, IN 46074
Legal Description: Acreage 25.16 Section 30, Township 19, Range 4	
Section/Township/Range: 30/19/4	
Subdivision Name:	
Subdivision Section:	
Deeded Acres: 25.16	
Political Township: Washington	
Lot Number(s):	
Transfer History:	
The Recorded Date might be due to a variety of changes; such as annexation, right-of-way, split, or deed.	
Recorded Date: 3/26/2014	
Check the Transfer History Report for details.	
Current Deductions and Credits:	
See all Current Deductions and Credits for this property	
Status of Homestead Verification Form: Homestead Verification form was not submitted. If you are claiming a Homestead Credit, you must certify your property to maintain the deduction. Submit or Print this form	

Anthony

96 44 563

96 044 563

Right of Way

2014 10-924

2014 10925

10926

2014 10926

Book

346 386 - 387

14.00

(3)

Instrument
4804644383

After recording return to:
R.J. McConnell
BOSE McKINNEY & EVANS
135 N. Pennsylvania, #2700
Indianapolis, IN 46204

Send tax statements to:
Anthony Properties, L.P.
18881 U.S. 31 North
Westfield, IN 46074

WARRANTY DEED

(Tax Parcel Nos. 09-06-30-00-00-027.000)
(18881 U.S. Highway 31, Westfield, IN)

THIS INDENTURE WITNESSETH, That JAMES R. ANTHONY and BEVERLY S. ANTHONY, husband and wife, of Hamilton County, in the State of Indiana (hereinafter collectively referred to as "Grantor"), CONVEY AND WARRANT to ANTHONY PROPERTIES, L.P. (hereinafter referred to as "Grantee") for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, certain Real Estate located in Hamilton County, Indiana, and which is more fully described as follows:

A part of the Southwest Quarter of Section 30, Township 19 North, Range 4 East, located in Washington Township, Hamilton County, Indiana, being bounded as follows:

BEGINNING at the Northeast corner of the West half of the Southwest Quarter of Section 30, Township 19 North, Range 4 East, said corner being monumented by a stone; thence South 01 degrees 02 minutes 45 seconds East (assumed bearing) 1,249.08 feet along the East line of the West half of said Southwest Quarter; thence South 89 degrees 24 minutes 15 seconds West 1,147.23 feet (measured: 1,145.98 feet prior deed) to the East right-of-way line of Old State Road 31; thence North 00 degrees 45 minutes 21 seconds West 348.37 feet (measured 350.05 feet prior deed), along the East right-of-way line of Old State Road 31, to the Easterly right-of-way line of (new) State Road 31, said point being on a non-tangent curve concave to the West and being South 85 degrees 05 minutes 44 seconds East 5,816.58 feet from the radius point of said curve; thence Northerly 412.19 feet along the Easterly right of way line of (new) State Road 31 and along said curve to a point being South 89 degrees 09 minutes 21 seconds East

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
21 day of OCT 1996

Auditor
Hamilton County

Parcel #

BEST POSSIBLE IMAGE
ALL PAGES

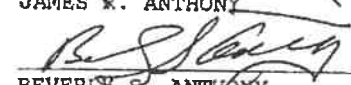
5,816.58 feet from the radius point of said curve, said point also being the Southwest corner of a 4.326 acre tract of land described in Instrument Number 420 and recorded in Deed Record 297, Page 764 in the records of Hamilton County, Indiana; thence North 89 degrees 14 minutes 39 seconds East 453.19 feet (measured: 452.26 feet prior deed) along South line of said 4.326 acres tract of land to its Southeast corner; thence North 01 degree 12 minutes 44 seconds West 450.49 feet along the East line of said 4.326 acre tract of land to its Northeast corner and the Southerly right-of-way line of 191st Street; thence North 82 degrees 42 minutes 30 seconds East 170.35 feet along the Southerly right-of-way line of 191st Street to an iron pipe found; thence North 00 degrees 18 minutes 21 seconds West 15.56 feet (measured: 14.74 feet prior deed) to the North line of the West Half of said Southwest Quarter; thence North 89 degrees 09 minutes 11 seconds East 495.80 feet (measured: 496.27 prior deed) along the North line of the West Half of said Southwest Quarter to the POINT OF BEGINNING. Containing 27.185 acres more or less.

SUBJECT to all easements, covenants, conditions, liens encumbrances and restrictions of record, and the real estate taxes due and payable in May, 1996, and all subsequent real estate taxes.

ALSO SUBJECT TO a certain First Mortgage Note 1987 Series, in the original principal sum of One Million Six Hundred Seventy-four Thousand One Hundred Seven Dollars and 45/100 (\$1,674,107.45), executed by James R. Anthony and Beverly S. Anthony in favor of the Town of Westfield, Indiana, secured by an Economic Development First Mortgage Revenue Refunding Bond, 1987 Series (Anthony Project), issued December 15, 1993, and maturing November 1, 1999, which the Grantee hereby assumes and agrees to pay.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed this 19 day of June, 1996.


JAMES R. ANTHONY


BEVERLY S. ANTHONY

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State,
personally appeared JAMES R. ANTHONY and BEVERLY S. ANTHONY, who,
being first duly sworn upon their oaths, have executed the
foregoing Warranty Deed as their voluntary act and deed.

WITNESS my hand and Notarial Seal this 19th day of
June, 1996.

Judy Miller
Notary Public
Judy Miller
Printed Signature

My Commission Expires:
3-15-99

My County of Residence:
Hamilton

This instrument prepared by R. J. McConnell, Attorney at Law, Bose
McKinney & Evans, 2700 First Indiana Plaza, 135 North Pennsylvania
Street, Indianapolis, Indiana, 46204, (317) 684-5000.

95305/lac



9609644563
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 10-21-1996 At 03:25 pm.
WD 14.00

PROFESSIONAL SERVICES AGREEMENT



This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between **City of Westfield**, ("CLIENT") and **UNITED CONSULTING**, an Indiana corporation ("UNITED CONSULTING").

WITNESSETH



WHEREAS, UNITED CONSULTING desires to provide, and CLIENT desires for UNITED CONSULTING to provide, certain professional services to be performed with respect to **R-38411 - ENHANCEMENT BIKE AND PEDESTRIAN FACILITIES** ("Project"), subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section I – Services by UNITED CONSULTING

The engineering services to be performed by UNITED CONSULTING are described in Appendix "A" attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by CLIENT

The information and services to be furnished by the CLIENT are as set out in Appendix "B", which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

UNITED CONSULTING shall commence performance under this Agreement upon execution by the parties and shall provide the Services hereunder in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

Section IV - Compensation

For all Services rendered by UNITED CONSULTING under this Agreement, CLIENT agrees to pay UNITED CONSULTING on the basis of fees and charges established in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

Section V – Term and Termination

1. Term

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in Appendix "C" or unless terminated as set forth below.

2. Termination

CLIENT reserves the right to terminate or suspend this Agreement upon five days advance written notice to UNITED CONSULTING. Upon termination of this Agreement, UNITED CONSULTING shall deliver all Work Product (as defined herein) to CLIENT. The dollar amount for any earned but unpaid Services performed by UNITED CONSULTING shall be based upon an estimate of the portions of the total Services completed by UNITED CONSULTING through the effective date of termination, which estimate shall be as made by CLIENT in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by CLIENT of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

Section VI - General Provisions

1. Subcontracting

It is recognized that UNITED CONSULTING may engage subcontractors to perform a portion of the work under this Agreement. The engagement of subcontractors by UNITED CONSULTING shall not relieve UNITED CONSULTING of any responsibility for the fulfillment of this Agreement. No subcontractor shall subcontract any portion of its work under this Agreement.

2. Ownership of Documents

All reproducible materials prepared by UNITED CONSULTING or its subcontractors in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part,

and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the "Work Product") will be the property of CLIENT.

UNITED CONSULTING shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

UNITED CONSULTING agrees that written agreements with any and all subcontractors used by UNITED CONSULTING to fulfill UNITED CONSULTING's obligations hereunder shall contain language substantially similar to that of this Subsection to assign to CLIENT all Work Product by such subcontractors, and to require cooperation with UNITED CONSULTING on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. Access to Records

Full access to the work during the progress of the Services shall be available to the CLIENT. UNITED CONSULTING and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by the CLIENT to UNITED CONSULTING.

4. Liability for Damages

UNITED CONSULTING assumes all risk of loss, damage or destruction to the work product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the CLIENT.

5. General Liability Insurance

- a. Amounts and Coverage. UNITED CONSULTING shall procure and maintain at its expense insurance of the kind and in the amounts set forth in Appendix "E" by

companies authorized to do such business in the State of Indiana covering all Services and related activities performed by UNITED CONSULTING.

- b. Evidence of Insurance. Before commencing its Services, UNITED CONSULTING shall furnish to CLIENT a certificate, or certificates, showing that it has complied with this Section VI.5.b, which certificate or certificates, shall also designate CLIENT as an additional named insured. The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to CLIENT.

6. Workmen's Compensation

UNITED CONSULTING shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. UNITED CONSULTING shall provide the CLIENT with a certificate of insurance indicating that it has complied with this requirement.

7. Changes in Work

- a. Prior Approval. UNITED CONSULTING shall not commence any additional services or change of scope until authorized by the CLIENT.
- b. Additional Services. Additional services may include, but not be limited to:
 - i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond UNITED CONSULTING's control.
 - ii. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation or other dispute resolution process related to the Project that does not involve a claim against UNITED CONSULTING or a claim that is based on an alleged act of negligence or breach of contract by UNITED CONSULTING.
 - iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3) damages to CLIENT facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Project Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or

indirect result of materials, equipment, or energy shortages, and (6) default or failure to perform by other consultants.

8. Non-Discrimination

UNITED CONSULTING and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

9. Safety

- a. Responsibility. UNITED CONSULTING shall be directly responsible for the safety requirements and programs applicable to its own employees, its subcontractors and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. UNITED CONSULTING's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. UNITED CONSULTING shall report to CLIENT, in writing, any injury or accident at the Project site involving its employees, its subcontractors or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.
- c. Notification. UNITED CONSULTING shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than UNITED CONSULTING and its subcontractors.

10. Independent Contractor

CLIENT and UNITED CONSULTING are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of

the acts or omissions of the agents, employees, or subcontractors of the other party. UNITED CONSULTING shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

11. Indemnification

UNITED CONSULTING agrees to indemnify the CLIENT for all claims and liability due to the negligent acts of UNITED CONSULTING or its subcontractors, agents or employees.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt.

CLIENT:

*Gibson County
Board of Commissioners
225 North Hart Street
Princeton, IN 47670*

UNITED CONSULTING:

*United Consulting
Dave Richter, President
1625 North Post Road
Indianapolis, Indiana 46219*

13. Authority to Bind United Consulting

As used in this Agreement, UNITED CONSULTING refers to United Consulting Engineers, Inc. d/b/a UNITED CONSULTING. Further, the signatory for UNITED CONSULTING represents that he/she has been duly authorized to execute this Agreement on behalf of UNITED CONSULTING and has obtained all necessary or applicable approvals to make this Agreement fully binding upon UNITED CONSULTING when his/her signature is affixed hereto.

14. Successors and Assignees

This Agreement is binding upon and shall inure to the benefit of CLIENT and UNITED CONSULTING and their respective successors and permitted assigns. UNITED CONSULTING shall not assign this Agreement without the written consent of CLIENT.

15. Entire Agreement; Amendments

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Marion County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

It is agreed and acknowledged that no action or failure to act by CLIENT or UNITED CONSULTING as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and

shall be given full force and effect insofar as possible.

19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

- a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.
- b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.
- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.

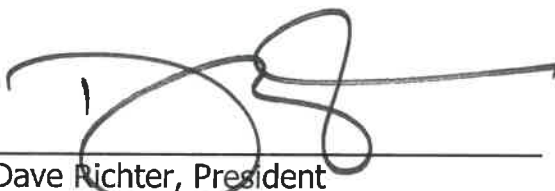
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



UNITED CONSULTING

CLIENT

BY: 
Dave Richter, President

BY: _____
Kate Snedeker

BY: 
William E. Hall, Vice President

BY: _____
Randell Graham

DATE: 2/28/2017

BY: _____
J. Andrew Cook

DATE: _____

ATTEST: _____
Cindy Gossard, Clerk

LIST OF APPENDICES

Appendices

- Appendix A** - Services by UNITED CONSULTING
- Appendix B** - Information and Services to be provided by CLIENT
- Appendix C** - Project Schedule
- Appendix D** - Compensation
- Appendix E** - Insurance

Services by Consultant

A. CONSTRUCTION INSPECTION

1. The CONSULTANT shall provide one part time Construction Manager I (for Site Manager entries) and Construction Manager II (for concrete testing), to serve as the CLIENT'S Site Manager and Testing Specialist working principally through the CLIENT'S inspector or such other person in authority as designated by the CLIENT. The CLIENT'S inspector shall be thoroughly familiar with the Contract plans and specifications in order to monitor the work. Deviations observed by the CLIENT'S inspector shall be reported to the CLIENT. A summary of the work to be performed by the CONSULTANT is outlined below:
 - a. Site Manager entries
 1. Daily Diary and Pay Quantity Entry. CLIENT will have a full time inspector on-site that will provide CONSULTANT with paper daily reports of work activities and pay items measured and calculated/sketches and CONSULTANT will enter into Site Manager once a week.
 2. Material Record Entry. Enter material certifications and any concrete tests taken by CONSULTANT into Site Manager.
 3. Concrete Testing. CONSULTANT'S Construction Manager II will take required concrete tests to certify material records.
 - b. Project Closeout
 1. Assembly of Final Construction Record suitable to be turned into INDOT.
2. The CONSULTANT shall report to the CLIENT on matters concerning contract compliance and administration. The CONSULTANT shall coordinate Site Manager work entries related to the construction with the CLIENT.
3. The CONSULTANT will provide a Final Construction Record suitable to INDOT along with Material Record Certification to the CLIENT.

Information and Services Provided by CLIENT

The CLIENT shall furnish the UNITED CONSULTING with the following:

1. The CLIENT shall designate an employee as Project Coordinator as a primary point of contact for this project administration.

Schedule

For purposes of contract control any work required to be submitted by the UNITED CONSULTING to the CLIENT for review and approval within the following approximate time periods:

A. CONSTRUCTION INSPECTION

1. The CONSULTANT shall provide part time Site Manager specialist for a construction time of **13** weeks.
2. The CONSULTANT shall provide a Final Construction Record within 45 days of Final Acceptance of the project by the CLIENT.

APPENDIX D

Compensation

A. Amount of Payment

1. UNITED CONSULTING shall receive as payment for the work performed under this Agreement the fee not to exceed **\$11,700.00** unless a modification of the Agreement is approved in writing by the CLIENT.
2. All work under this Agreement shall be paid to UNITED CONSULTING on the basis of actual hours of work performed by essential personnel working exclusively on this project at the billing rates as set forth in the Billing Rates by Classification Table on page 2 of this Appendix.

B. Method of Payment

1. UNITED CONSULTING may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the CLIENT. The invoice voucher shall represent the value, to the CLIENT, of the partially completed work as of the date of the invoice voucher.
2. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable shall be adjusted in accordance with item 7, (changes in work) of the General Provisions, set out in this Agreement.

UNITED Consulting

2017 Billing Rates by Classification

	CLASSIFICATION	HOURLY BILLING RATES
1	Department Manager	\$176.75
2	Construction Manager I	\$106.52
	OT	\$123.19
3	Construction Manager II	\$84.00
	OT	\$97.15

NOTES:

- (1) *Billing Rate Includes Overhead and Profit Margin*
- (2) *Mileage shall be reimbursed at \$0.54 per mile*
- (3) *Per Diem shall be reimbursed at \$30.00 per night.*
- (4) *Other direct costs such as Permit Fees, Recording Fees, Legal Fees, Advertising Fees, Hotel Cost, Etc. shall be*
- (5) *These rates shall be increased by 4% on January 1 of each year subsequent to 2017*
- (6) *Work performed by Subconsultants shall be reimbursed at their actual cost.*

APPENDIX E

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2016

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 Walker & Associates 7364 E. Washington Street Indianapolis IN 46219	CONTACT NAME: Brenda Russell PHONE (A/C, No, Ext): (317) 353-8000 FAX (A/C, No): (317) 351-7149 E-MAIL ADDRESS: brenda@walkeragency.com
INSURED United Consulting Engineers Inc. 1625 N Post Rd Indianapolis IN 46219-1995	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company NAIC # 11000 INSURER B: Hartford Accident & Indemnity Ins. 22357 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL16102608493

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:			84SB3102BD	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			84UB1242KQ	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 10,000			84SB3102BD	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	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	N/A	84WEGCB8685	11/1/2016	11/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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

Brenda Russell/BKR

Brenda Russell

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ACORD 25 (2014/01)

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INS025 (201401)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

12/21/16

PRODUCER

PROFESSIONAL DESIGN INS MGMT CORP
PO Box 501130
Indianapolis, IN 46250
(317) 570-6945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

United Consulting
1625 N. Post Road
Indianapolis, IN 46219-1995

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Starr Surplus Lines Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		☐ POLICY ☐ PRO-JECT ☐ LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		☐ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
						\$
		☐ DEDUCTIBLE				\$
		☐ RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	SLSLPRO26234916	12/22/2016	12/22/2017	\$3,000,000 limit each claim \$3,000,000 in the aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY February 22, 2017

The Westfield Board of Public Works and Safety met on February 22, 2017 at the Westfield Public Works Conference Room. Present were, Mayor Cook, and, Randy Graham, Deputy Clerk Treasurer, Kim Strang, and Brian Zaiger legal counsel.

Randy Graham called the meeting to order at 1:00 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the December 14, 2016 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

BID APPROVAL:

None

CONSTRUCTION STANDARDS & SPECIFICATIONS CHANGES:

None

CHANGE ORDERS

None

CONTRACTS/LEASES:

Action Item #2: Indot LPA Supplement Number 1 for Monon Phase 7

Phil Sundling presented stating this agreement is a continuation of the original agreement entered into on July 7, 2014.

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

Action Item#3: 191st Street Corridor Study-Signing Authority

Jeremy Lollar presented, asking for signing authority (BPW Director, Jeremy Lollar) for the preliminary engineering services for the 191st Street Corridor Study project, contingent upon Westfield receiving federal planning funds.

Mayor Cook made the motion to approve giving the signing authority. Randy Graham seconded. Vote: Yes- 2; No-0. Motion carried.

Action Item #4: Northview Church-Passing Blister Right-of-Way Dedication

Phil Sundling presented stating this is part of a requirement process to allow the passing blister to be constructed at 186th street and Casey Road.

Mayor Cook made the motion to accept the dedication of the public right-of-way.
Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #5: 186th & Spring Mill Round-About- Inspection Services Contract

Phil Sundling presented the contract with United Consulting, for the project on 186th Street and Spring Mill Rd. The services provided by United Consulting would not exceed \$212,000.

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

MISCELLANEOUS:

Action Item # 6: WPD- Trade-In Approval

Joel Rush presented asking for the trade-in of a gun for another type of gun. The credit would offset the purchase of the new gun.

Mayor Cook made the motion to approve the trade-in/purchase. Randy Graham seconded.
Vote: Yes-2; No-0. Motion carried.

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU):

Action Item# 7: Conflict of Interest- Michael Blech

Action Item#8: Conflict of Interest- Cindy Gossard

Action Item #9: Conflict of Interest- Kerri Gagnon

Action Item #10: Conflict of Interest-Tom Cline

Mayor Cook made the motion to approve the Conflict of Interest items #7-10. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #11: Reimbursement Agreement-Duke & City of Westfield-Towne Road

Phil Sundling presented the agreement details pertaining to the Towne Rd. widening project. The agreement shall not exceed \$460,381.68

Mayor Cook made the motion to approve the agreement within the \$ amount limitation.
Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #12: Reimbursable Agreement- AT&T & City of Westfield-Monon 7

Phil Sundling presented agreement, giving details pertaining to the construction of new pedestrian and bike path for the Monon Trail.

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

Action Item#13: Termination of Road Impact Fee Agreement-Platinum Properties, Maple Knoll Developer & City of Westfield.

Jeremey Lollar presented stating that since all the costs incurred in connection with the road improvements are collected, the parties involved would like to have a formal document of the termination of the Road Impact Fee Agreement.

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

CONSENT AGENDA:

February Bond Information

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

DEPARTMENT REPORTS:

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

With no further business, Randy Graham made the motion to adjourn. Mayor Cook seconded.
The meeting was adjourned at 1:30 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety



Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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

TO: Westfield Board of Public Works and Safety

DATE: March 22, 2017

RE: Grassy Branch Stream Restoration Phase II – Technical Review Committee

Per IC 5-30, projects with Design-Build procurement require the public agency to appoint a Technical Review Committee for purposes of selecting the design-build team. See below for the Department of Public Works' recommended committee representatives:

- Representative of Public Agency
 - Jeremy Lollar, City of Westfield
- Professional Engineer
 - Phil Sundling, City of Westfield
- Registered Architect
 - David Ruben, Land Collective

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety approve these appointments to meet the requirements of IC 5-30.

J. Andrew Cook, Member

Randell Graham, Member

Kate Snedeker, Member



March 22, 2017

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:

- Wilshire 1 – Letter of Credit #6258207-80 & Rider, \$63,755.50, Streets & Curbs,
- Wilshire 1 – Cash in Lieu, \$872.55, Sidewalks
- Bridgewater PUD, Replat of Blocks H, J, K, L, N & R of Parcel J, Letter of Credit #51006401, \$154,870.00, Streets/Curbs, Storm Sewer, Trail, Erosion Control
- Chatham Hills, Section 3, Cash in Lieu, \$114,107, Streets & Curbs, Storm Sewer, Sidewalks, Trails, Erosion Control
- Ashford Place, Section 2, Bond #1849083, \$54,126.00, Erosion Control
- Bridgewater Marketplace, Lot 3, Bond #6750709, \$11,086.90, Erosion Control
- Waters Edge West, Section 1, Bond #60112718, \$38,021.35, Asphalt Surface
- Campus at Westfield, Cash in Lieu \$1,218.20, Storm Sewer, Erosion Control

Performance Bond Release

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

- 2014 Resurfacing, Rieth Riley, Bond #106038558, \$111,786.81
- 2014 Resurfacing, Grady Brothers, Bond #106052060, \$110,150.00
- 2014 Resurfacing, E&B Paving, Bond #929588831, \$144,748.41
- 2013 Fall Resurfacing, Grady Brothers, Bond #105979789, \$162,500.00
- 186th Street Extension, Crider & Crider, Bond #7629133, \$1,546,000.00
- 186th Street West Extension, Crider & Crider, Bond #7637691, \$2,011,880.80
- 146th & Town/Dartown & SR 32, Milestone Contractors, Bond #929588794, \$305,000.00

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax
2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

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:

- Waters Edge West, Section 1, Bond #60112717, \$750.71, Common Sidewalks
- Waters Edge West, Section 1, Bond #30000602, \$10,081.94, Onsite Stone & Asphalt Binder
- Waters Edge West, Section 1, Bond #30004211, \$3,128.40, Roll Curb
- Waters Edge West, Section 1, Bond #0205944, \$33,175.50, Storm Sewer

Maintenance Bond Release

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

- Andover Section 1, Bond #1075809, \$9,371.10, Sidewalks & Streets
- Andover Section 2, Bond #1075808, \$6,069.20, Sidewalks & Streets
- Andover Section 3, Bond #1075810, \$16,135.02, Sidewalks & Streets
- StoreAmerica, Bond #B1118150, \$16,403.00, Storm Sewer
- StoreAmerica, Bond #B1118146, \$5,296.00, Erosion
- Keeneland 1, Bond #929592997, \$14,396.00, Stone Base & Asphalt Binder, Surface & Path
- Maples at Springmill, Bond #5041809, \$4,337.53, Storm Sewers & Erosion Control
- Maples at Springmill, Bond #5041810, \$4,934.00, Water/Sanitary

Continuation Certificates

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Continuation Certificate for acceptance by the requested developer:

- Riverview Hospital Westfield, Bond #106308089, \$235,902.00; Continued to April 27, 2018



Public Works

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

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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

ROAD IMPACT FEE CREDIT AGREEMENT

This ROAD IMPACT FEE CREDIT AGREEMENT (“Agreement”) is made and entered into as of the 17th day of March 2017, by and between the City of Westfield, Indiana, (“Westfield”) and Beazer Homes of Indiana (“Developer”) as follows:

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

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

WHEREAS, as part of the development of Keeneland Park, as depicted in the attached **Exhibit A** (the “Development”), road impact fees are required to be paid to Westfield by the Developer in accordance with City Ordinance 12-13;

WHEREAS, the Developer desires to install lighting where the internal pedestrian trail crosses Cavallina Lane;

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

- 1) Developer shall, at the Developer’s sole expense, install lighting consistent with the City’s Construction Standards and Thoroughfare Plan (the “Improvements”). Prior to construction of Improvements, Developer shall submit an encroachment permit application to Westfield for review and approval. Improvements by the Developer shall be subject to any applicable permits and inspections by Westfield.
- 2) Developer shall maintain the Improvements until such time that the Keeneland Park Homeowners Association (the “HOA”) is granted authority.
- 3) Developer shall provide all receipts and an itemized account of expenses to support the total cost for the construction of the Improvements to Westfield.
- 4) Within thirty (30) days of the completion of the Improvements, Westfield shall issue an RIF Credit to Developer in an amount that is half of the cost for the construction of the Improvements, not to exceed a \$5,000 credit.

- 5) Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to Westfield:

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

With a copy to:

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

If to Developer:

Beazer Homes of Indiana
Attn: Ty Rinehart, Vice President of Land Acquisition
9405 Delegates Row
Indianapolis, IN 46240

- 6) On March 22, 2017, the Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement.

City of Westfield, Hamilton County, Indiana

By: _____

Jeremy Lollar, Director

Public Works Department

Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this ____ day of _____, 20__.

Printed Name of Notary Public _____

My Commission Expires _____

Beazer Homes of Indiana

By: _____

Printed Name: _____

Title: _____

Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this ____ day of _____, 20__.

Printed Name of Notary Public _____

My Commission Expires _____

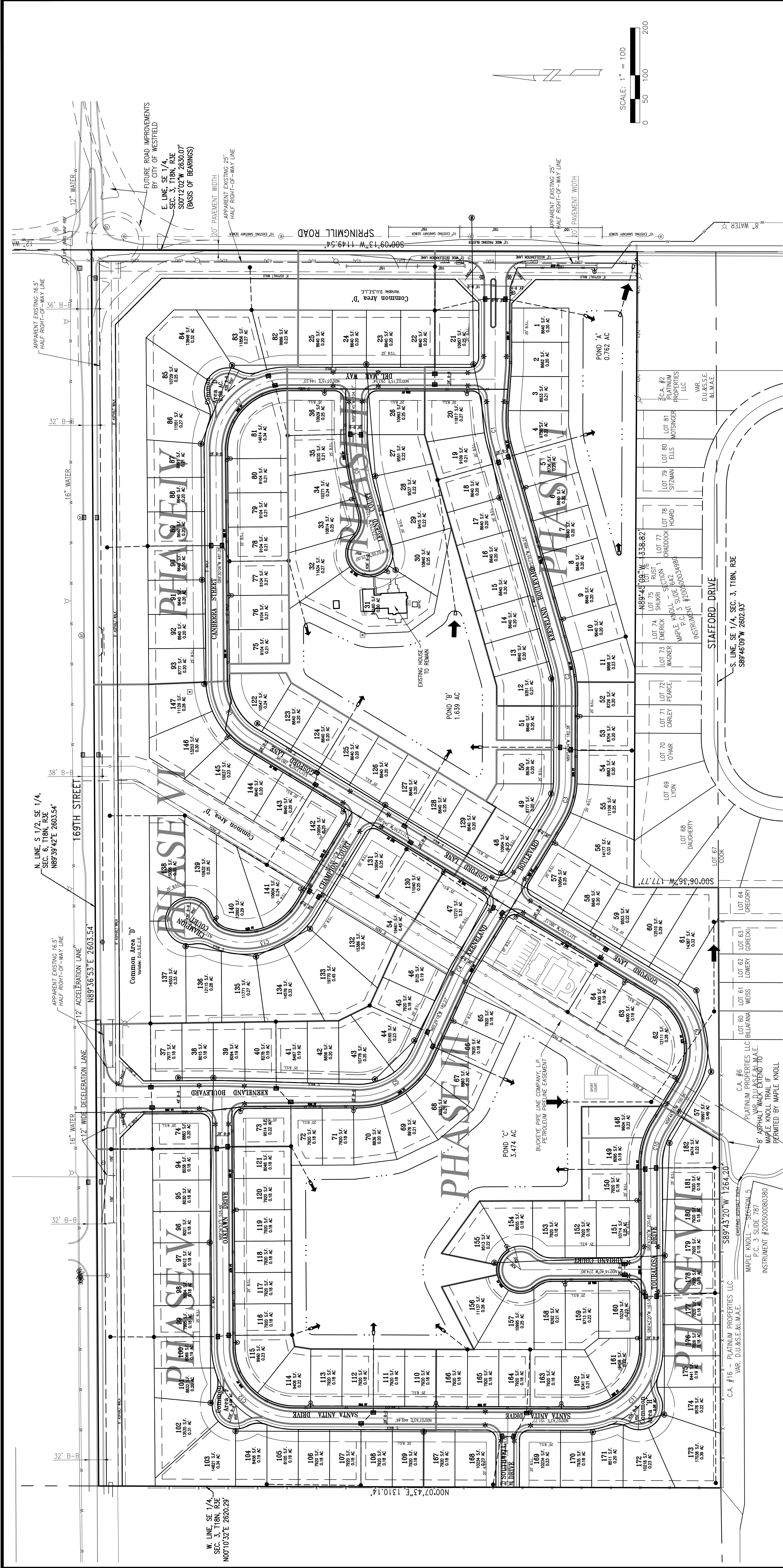
Prepared by: Pam Howard, Associate Planner, City of Westfield
2728 East 171st Street, Westfield, IN 46074, (317) 804-3170

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

EXHIBIT A

THE DEVELOPMENT

[see following page]



DEVELOPMENT PLAN KEENELAND PARK

WESTFIELD, INDIANA



WEIHE
ENGINEERS

SHEET 2 of 2

10505 N. College Avenue
Indianapolis, Indiana 46280
weihe.net
317 | 846 - 6611

DATE: JANUARY 4, 2012

BEAZER HOMES INDIANA, LLP
9202 NORTH MERIDIAN STREET
SUITE 300
INDIANAPOLIS, IN 46260
PHONE: (317) 569-3591
CONTACT PERSON: STEVE COOK

WEIHE ENGINEERS, INC.
10505 N. COLLEGE AVE.
INDIANAPOLIS, IN 46280
TELEPHONE: (317) 846-6611
FAX: (317) 843-0546
PROJECT MANAGER: EDWARD E. FLEMING
Fleming@weihe.net
SURVEYOR: BRADY KUHN
Kuhn@weihe.net

21	LOT NUMBER	D.U. & S.E.	DRAINAGE, UTILITY & SEWER BASEMENT (25')
		L.E.	LANDSCAPE BASEMENT
		D. & U.E.	DRAINAGE & UTILITY BASEMENT (20' FRONT) (15' REAR & SIDE YARD)
		B.S.L.	BUILDING SETBACK LINE (25')
			STORM SEWER LINE
			STORM SEWER MANHOLE
			STORM DRAINAGE INLET
			STORM CURB INLET
			CONCRETE END SECTION & FLOW DIRECTION
			SANITARY SEWER LINE
			SANITARY SEWER MANHOLE
			WATERMAIN
			FIRE HYDRANT
			GAS PIPELINE
			EXISTING CONTOURS
			752
			ADJ. SIDEWALK RAMP

CURRENT ZONING: P.U.D.
TOTAL ACRES: 73.17 AC
TOTAL LOTS: 182 LOTS
LOT DENSITY: 2.49 LOTS/ACRE
TOTAL COMMON AREA /GREEN SPACE: 10.53 AC.
(15.8% TOTAL GREEN SPACE)

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Westfield, Indiana ("Grantor") CONVEYS, TRANSFERS, ASSIGNS, AND QUITCLAIMS to BDL Properties, LLC, an Indiana limited liability company, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, all right, title and interest in and to all that portion of the abandoned railroad easement conveyed to the City of Westfield by Quitclaim Deed dated September 23, 2008 and recorded October 9, 2008 in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 2008051112 which is included in the following described real estate located in Hamilton County, Indiana, to-wit:

A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, and being more particularly described as follows:

Commencing at the Northeast corner of the said Quarter Section; thence on and along the North line thereof, South 89 degrees 14 minutes 43 seconds West (assumed bearing) 98.88 feet; thence continuing on and along said North line, South 89 degrees 17 minutes 59 seconds West 1020.20 feet to the point of beginning; thence parallel with the East line of the said Quarter, South 00 degrees 30 minutes 38 seconds East 919.39 feet to the centerline of the Central Indiana Railroad; thence on and along the centerline, South 88 degrees 59 minutes 37 seconds West 124.92 feet; thence parallel with the East line of the said Quarter, North 00 degrees 30 minutes 38 seconds West 920.05 feet to the North line of the said Quarter; thence on and along the said North line, North 89 degrees 17 minutes 59 seconds East 124.92 feet to the point of beginning.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of March, 2017.

CITY OF WESTFIELD
BOARD OF PUBLIC WORKS

By: _____
Andy Cook

By: _____
Randy Graham

By: _____
Kate Snedecker

ATTEST:

Cindy Gossard, Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared the City of Westfield, Indiana, who acknowledged the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true this _____ day of March, 2017.

Notary Public - Signature

Notary Public - Printed

My Commission Expires:

County of Residence:

This instrument was prepared by:

Stephen W. Cook and
COOK & COOK
Attorneys At Law
955 Logan Street
Noblesville, IN 46060

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

Return to: Stephen W. Cook
COOK & COOK
Attorneys at Law
955 Logan Street
Noblesville, IN 46060

Send tax statements to: BDL Properties LLC
2919 State Road 32 East
Westfield, IN 46074

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

Brian J. Zaiger

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Westfield, Indiana ("Grantor") CONVEYS, TRANSFERS, ASSIGNS, AND QUITCLAIMS to C. Stephen Roudebush, LLC, an Indiana limited liability company, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, all right, title and interest in and to all that portion of the abandoned railroad easement conveyed to the City of Westfield by Quitclaim Deed dated September 23, 2008 and recorded October 9, 2008 in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 2008051112 which is included in the following described real estate located in Hamilton County, Indiana, to-wit:

A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, and being more particularly described as follows:

Commencing at the Northeast corner of the said Quarter Section; thence on and along the North line thereof, South 89 degrees 14 minutes 43 seconds West (assumed bearing) 98.88 feet; thence continuing on and along the said North line; South 89 degrees, 17 minutes 59 seconds West 1145.12 feet to the point of beginning; thence parallel with the East line of the said Quarter, South 00 degrees 30 minutes 38 seconds East 920.05 feet to the centerline of the Central Indiana Railroad; thence on and along the said centerline, South 88 degrees 59 minutes 37 seconds West 208.01 feet; thence parallel with the East line of the said Quarter, North 00 degrees 30 minutes 38 seconds West 921.17 feet to the North line of the said Quarter; thence on and along the said North line, North 89 degrees 17 minutes 59 seconds East 208.00 feet to the point of beginning, containing four (4) acres, more or less, and being subject to all legal easements and rights-of-way.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of March, 2017.

CITY OF WESTFIELD
BOARD OF PUBLIC WORKS

By: _____
Andy Cook

By: _____
Randy Graham

By: Kate Snedecker

ATTEST:

Cindy Gossard, Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared the City of Westfield, Indiana, who acknowledged the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true this _____ day of March, 2017.

Notary Public - Signature

Notary Public - Printed

My Commission Expires:

County of Residence:

This instrument was prepared by:

Stephen W. Cook and
COOK & COOK
Attorneys At Law
955 Logan Street
Noblesville, IN 46060

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

Return to: Stephen W. Cook
COOK & COOK
Attorneys at Law
955 Logan Street
Noblesville, IN 46060

Send tax statements to: C. Stephen Roudebush, LLC
2911 East State Road 32
Westfield, IN 46074

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

Brian J. Zaiger

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Westfield, Indiana ("Grantor") CONVEYS, TRANSFERS, ASSIGNS, AND QUITCLAIMS to C. Stephen Roudebush, LLC, an Indiana limited liability company and Jeffory L. Roudebush, as joint tenants, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, all right, title and interest in and to all that portion of the abandoned railroad easement conveyed to the City of Westfield by Quitclaim Deed dated September 23, 2008 and recorded October 9, 2008 in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 2008051112 which is included in the real estate located in Hamilton County, Indiana, described more fully in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of March, 2017.

CITY OF WESTFIELD
BOARD OF PUBLIC WORKS

By: _____
Andy Cook

By: _____
Randy Graham

By: _____
Kate Snedecker

ATTEST:

Cindy Gossard, Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared the City of Westfield, Indiana, who acknowledged the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true this _____ day of March, 2017.

Notary Public - Signature

Notary Public - Printed

My Commission Expires:

County of Residence:

This instrument was prepared by:

Stephen W. Cook and
COOK & COOK
Attorneys At Law
955 Logan Street
Noblesville, IN 46060

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

Return to: Stephen W. Cook
 COOK & COOK
 Attorneys at Law
 955 Logan Street
 Noblesville, IN 46060

Send tax statements to: C. Stephen Roudebush, LLC
 2911 East State Road 32
 Westfield, IN 46074

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

Brian J. Zaiger

Exhibit A

Parcel Number: 08-10-06-00-00-005.001

Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, Hamilton County, Indiana, and being more particularly described as follows:

Beginning at a point on the North line of said quarter section being North 90 degrees 00 minutes 00 seconds East (assumed bearing) 594.96 feet from the Northwest corner thereof, said point being South 90 degrees 00 minutes 00 seconds West 2063.13 feet from the Northeast corner thereof; thence continue North 90 degrees 00 minutes 00 seconds East along said North line, 611.13 feet; thence South 0 degrees 09 minutes 51 seconds West, parallel with the East line of said quarter section, 891.17 feet to the North right of way line of the White River, Noblesville and Westfield Railroad; thence South 89 degrees 41 minutes 29 seconds West along said right of way line, 567.47 feet to the centerline of an open legal drain; thence, the next 4 courses being along said centerline, North 15 degrees 06 minutes 19 seconds East 108.28 feet, North 23 degrees 26 minutes 00 seconds East 232.30 feet, North 10 degrees 26 minutes 08 seconds West 348.64 feet, North 21 degrees 21 minutes 20 seconds West 116.48 feet; thence, along said centerline and centerline extended, North 24 degrees 09 minutes 25 seconds West 137.20 feet to the point of beginning.

EXCEPT:

Parcel Number: 08-10-06-00-00-005.101

A tract of land located in the Northeast Quarter of Section 6, Township 18 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana. Said tract being more particularly bound and described as follows, to-wit:

Assuming the North line of the Northeast Quarter of Section as being North 90 degrees 00 minutes 00 seconds East and all other bearings being relative thereto:

Commencing at the Northwest Corner of the Northeast Quarter of Section 6; thence running along the North line of said Quarter Section bearing North 90 degrees 00 minutes 00 seconds East 1090.09 feet, said point being 1568.00 feet North 90 degrees 00 minutes 00 seconds West of the Northeast Corner of said Quarter Section, to the POINT OF BEGINNING FOR THIS LEGAL DESCRIPTION; thence continuing to run along the North line of the Northeast Quarter bearing North 90 degrees 00 minutes 00 seconds East (center line of State Road #32) 116.00 feet to a point; thence running parallel with the East line of the Northeast Quarter bearing South 00 degrees 09 minutes 51 seconds West 430.00 feet to a point; thence running parallel with the North line of a 15 foot wide water

line easement bearing North 90 degrees 00 minutes 00 seconds West 307.00 feet to the center line of an open legal drain known as Cool Creek or Wheeler-Bean Drain and running along the drain center line for the next Five (5) courses:

- 1) thence North 40 degrees 00 minutes 00 seconds East 30.00 feet to a point;
- 2) thence North 28 degrees 00 minutes 00 seconds East 168.00 feet to a point;
- 3) thence North 22 degrees 00 minutes 00 seconds East 114.00 feet to a point;
- 4) thence North 20 degrees 00 minutes 00 seconds East 35.00 feet to a point;
- 5) thence North 18 degrees 08 minutes 51 seconds East 126.39 feet to the POINT OF BEGINNING. (Containing 1.95 acres, more or less)

ALSO:

Parcel Number: 08-10-06-00-00-056.001

That portion of the Railroad Right-of-Way located in Hamilton County, Section 6, Township 18 North, Range 4 East, designated as Parcel Number 08-10-06-00-00-056.001, for tax purposes.