



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_01_24_2018

Wednesday, January 24, 2018 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, January 24, 2018 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Minutes - December 13, 2017

Documents: [December 13, 2017 Minutes](#)

Bid Approval

Construction Standards & Specifications Changes

Change Orders

Contracts/Leases

Action Item #2

Traffic On-Call Annual Contract

Documents: [Traffic On-Call Annual Contract](#)

Action Item #3:

Northpoint Temporary Access Way - Construction Contract

Documents: [Northpoint Contract for Goods & Services](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #4:

Westfield Police Canine Ownership Transfer Agreement

Documents: [WPD Canine Ownership Transfer Agreement](#)

Action Item #5:

BD Schools Real Estate, LLC - Revised Road Impact Fee Payment Agreement

Documents: [BD Schools - Revised Road Impact Fee Agreement](#)

Action Item #6:

Grassy Branch at Bridgewater - Road Impact Fee Agreement

Documents: [Road Impact Fee Agreement](#)

Action Item #7:

Northpoint Project Agreement

Action Item #8:

Village Park Plaza Development Agreement

Documents: [Draft - Development Agreement](#) | [Signing Authority](#)

Consent Agenda

January Bond Information

Documents: [January Bond Information](#)

Department Reports

Fire

Documents: [WFD December Report](#) | [WFD Year End Report](#)

Police

Documents: [WPD December Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY December 13, 2017

The Westfield Board of Public Works and Safety met on December 13, 2017 at the Westfield Public Works Conference Room. Present were, Randy Graham, Kate Snedeker, Kim Strang Records Manager and Brian Zaiger, legal counsel.

Randy Graham called the meeting to order at 1:04 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the November 15, 2017 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

MISCELLANEOUS:

Action Item #2: Weapons Trade/Disposal Request

The police department is seeking approval to trade existing weapons for new comparable replacement weapons.

Randy Graham made the motion to approve the trade request. Kate Snedeker seconded. Vote: Yes-2; No-0. Motion carried.

AGREEMENTS/MEMORANDUM OF UNDERSTANDING (MOU):

Action Item #3: Sleepy Hollow Drainage Improvements

Phil Sundling presented stating this is a request to approve the drainage improvements for Sleepy Hollow. The winning bid was \$541,024.38 and is one of the projects that will be covered thru the Stormwater Bond Proceeds.

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

Action Item #4: Monon Trail Bridge Over 32 (Phase 5) Inspection Contract

Phil Sundling presented stating that since this is a federally funded project, this is the inspection required for the project.

Randy Graham made the motion to approve the contract. Kate Snedeker seconded. Vote: Yes-2 No-0. Motion carried.

Action Item #5: City of Westfield & Indianapolis Signworks-Contract for Goods & Services

Phil Sundling presented stating this is a request to proceed with the design contract for the Gateway Entrance structural design. (US 31 & 146th St.)

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

CONSENT AGENDA:

December Bond Information

Conflict of Interest- Michael Blech, Kerri Gagnon, & Cindy Gossard

Kate Snedeker made the motion to approve the consent agenda items.
Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

DEPARTMENT REPORTS:

Fire- Joe Lyons

Police- None

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.

Deputy Clerk-Treasurer

Board of Public Works and Safety

CONTRACT

THIS CONTRACT is made and entered into _____, 2018, by and between the City of Westfield, Indiana, acting by and through its Board of Public Works and Safety, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and A&F ENGINEERING CO., LLC., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for engineering services required to furnish services to the City of Westfield on an as needed basis; and

WHEREAS, the CONSULTANT has expressed a willingness to provide services on an as needed basis;

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

Section 1 Services by CONSULTANT

1.1 The services to be provided by the CONSULTANT under this Contract are as set out in Appendix "A", attached to this Contract, and made an integral part hereof.

Section 2 Information and Services to be Furnished by the LOCAL PUBLIC AGENCY

2.1 The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Contract, and made an integral part hereof.

Section 3 Schedule and Notice to Proceed

3.1 The CONSULTANT shall begin the work under this Contract on March 1, 2018.

Section 4 Compensation

4.1 The CONSULTANT shall receive payment for the work performed under this Contract as set forth in Appendix "C", attached to this Contract, and made an integral part hereof.

Section 5 General Provisions

5.1 Work Office

The CONSULTANT shall perform the work under this Contract at 8365 Keystone Crossing,

Suite 201, Indianapolis, Indiana 46240.

5.2 Employment

During the period of this Contract, the CONSULTANT shall not engage on this project on a full or part time or other basis any professional or technical personnel who are or have been at any time during the period of this Contract in the employ of the LOCAL PUBLIC AGENCY except regularly retired employees.

5.3 Covenant Against Contingent Fees

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the LOCAL PUBLIC AGENCY shall have the right to annul this Contract without liability, or, at its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.4 Subletting and Assignment of Contract

No portion of the work under this Contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY . Consent to sublet, assign or otherwise dispose of any portion of the work under this Contract shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Contract. A subcontractor shall not subcontract any portion of its work under this Contract.

5.5 Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in their possession and any such loss or damage shall be restored at their expense. Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY.

5.6 Access to Records

The CONSULTANT and their subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Contract and for three years from the date of final payment under the terms of this Contract, for inspection by the LOCAL PUBLIC AGENCY and copies shall be furnished if requested.

5.7 Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that they will comply with any and all Local, State, and Federal statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Contract.

5.8 Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent.

5.9 Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Contract. The CONSULTANT shall send notice of claims related to work under this Contract to the LOCAL PUBLIC AGENCY.

5.10 Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Contract, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Contract whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this

Contract, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate this Contract and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law. This Contract shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

5.11 Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time of performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment and the CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

5.12 Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by him for

any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement, it being understood, however, the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any or its rights herein.

5.13 Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Contract upon written notice.

- (A) If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY . The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be a made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement for all services to be paid for on a lump sum basis.
- (B) If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times herein before specified, or within such further extension or extensions or time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice, that if the CONSULTANT shall not within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Contract, then the Contract is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described (20) day period to fully comply with each and all requirements of this Contract, this Contract shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the

services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

- (C) In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections, and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY . In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

5.14 Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds their successors, executors, administrators and assignees, to the other party of this Contract and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Contract.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Contract without the consent of the other.

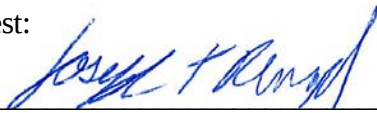
5.15 Supplements

This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract.

A&F ENGINEERING CO., LLC.

BY 
Steven J. Fehribach, P.E.
President

Attest:
BY 
Joseph T. Rengel, P.E.
Vice President

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF WESTFIELD, INDIANA

BY _____
Member

BY _____
Member

BY _____
Member

Attest:
BY _____

APPENDIX "A"

SCOPE OF WORK

1. PROFESSIONAL SERVICES

The following is a list of services that may be included as part of the annual agreement. The agreement is to provide the LOCAL PUBLIC AGENCY of Westfield with Professional Engineering Services on a as needed basis. The items listed below are examples of work previously conducted for LOCAL PUBLIC AGENCIES. These items are conducted on an as needed basis, but the intent is not to cover all intersections or roadways within the LOCAL PUBLIC AGENCY limits.

2. STUDIES

- Speed Studies
- 4-Way Stop Control Studies
- Preliminary Signal Warrant Studies
- Development Traffic Assessments
- Left-Turn Lane Requirement Studies
- Right-Turn Lane Requirement Studies
- Queue Length Studies

3. MISCELLANEOUS

- Pavement Marking Layout
- Pavement Marking Design
- Preliminary Intersection Design
- Review Intersections for Lane Configuration
- 24 Hour Traffic Volume Counts
- Peak Hour Traffic Volumes Counts
- Signal Timing Analysis

4. ADDITIONAL SERVICES

For all design services, a lump sum contract will be provided, if requested.

APPENDIX "B"

INFORMATION & SERVICE TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY

1. The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:
 - A. The LOCAL PUBLIC AGENCY shall designate an employee as the Project Coordinator to coordinate activities between the LOCAL PUBLIC AGENCY and CONSULTANT.
 - B. Compensate the CONSULTANT for their services.

APPENDIX "C"

COMPENSATION

1. Amount of Payment

A. Not to Exceed Fee:

This Contract shall be an hourly rate contract based on the following rates. However, a lump sum will be provided if requested by the City. The maximum Contract amount is \$7,500.00 unless modified by the City.

Principal	\$193.00
Project Manager	\$170.00
Transportation Engineer	\$145.00
Designer	\$130.00
Traffic Count Supervisor	\$85.00
CADD Technician	\$100.00
Traffic Counter	\$75.00

Westfield Police Canine Ownership Transfer Agreement

THIS AGREEMENT made and entered into on January 31, 2018, by and between the City of Westfield, Indiana, and Officer Song Kang. The City agrees to transfer sole ownership, custody, and responsibility for K-9 Gorky Officer Song Kang, on January 31st, 2018. Officer Kang will accept sole ownership of K-9 Gorky without reimbursement or compensation, and the parties mutually agree to the following:

Acknowledgment of Training and Release of Liability

In accepting this transfer of K-9 Gorky, Officer Kang recognizes the animal has received training in police procedures and tactics. By acceptance of this animal Officer Kang agrees to hold harmless the City of Westfield, the Westfield Police Department, and its officers, employees and agents from any and all liability whatsoever that might arise from acts engaged in by the forenamed canine resulting from his aforementioned training.

Officer Kang further agrees to waive any and all claims of liability to the City of Westfield, the Westfield Police Department, its officers, employees and agents are concerned that might arises because of his use and/or possession of K-9 Gorky. It is understood the City makes no representations concerning the health of the animal, which is transferred “as is” and Officer Kang assumes all responsibility and obligation for the condition, care and acts of K-9 Gorky

Chief Joel Rush

____/____/____

Ofc. Song Kang

____/____/____

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No.

BD Schools Real Estate, LLC (d/b/a Primrose School at West Carmel) (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

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

Address: 14711 Gray Road, Westfield, IN 46074

Parcel No: 08-10-17-00-00-003.313

Section 2. **Improvement Location Permit No.:** 17-CAD-001-176 (the "ILP").

Builder/Contractor: Capital Construction

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 12-13, the City assessed a road impact fee of **\$60,243.00** on April 19, 2017, attached hereto as **Exhibit B** (17-RIFA-01) (the "Original Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to the original approved Road Impact Fee Installment Agreement ("Old Agreement") dated May 24, 2017, the Property Owner desires to provide documentation to reduce the assessment based on Pass-By and Diverted Link trips. The City reviewed the documentation and is agreeable to a 50% reduction of the Assessed Road Impact Fee, amounting to a new Assessed Road Impact Fee of **\$30,121.00**, attached hereto as **Exhibit C** (the "Revised Assessed Road Impact Fee").
- C. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- D. Per the Original Agreement, prior to the issuance of the ILP the Applicant paid \$5,000.00. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning May 1, 2018, and every year thereafter, in accordance with the following:

May 1, 2018:	\$5,024.20
May 1, 2019:	\$5,024.20
May 1, 2020:	\$5,024.20
May 1, 2021:	\$5,024.20
May 1, 2022:	\$5,024.20
*Total Road Impact Fee:	\$25,121.00 (balance)

* \$30,121.00 (total) minus \$5,000.00 (paid) = \$25,121.00 (balance)

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

Section 4. Binding on Successors and Assigns:

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

Section 5. Effective Date:

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

Section 6. Recording:

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

Section 7. Enforcement:

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

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

BD Schools Real Estate, LLC (the “Property Owner”)

By:_____

Printed Name:

Title: _____

Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of_____, County of_____, SS:

Subscribed and Sworn before me this____day of_____, 20 .

Printed Name of Notary Public _____

My Commission Expires_____

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

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

Exhibit A
Real Estate
Legal Description

LAND DESCRIPTION

(Based upon Survey, September 5, 2008)

A part of the Southeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 17; thence South 00 degrees 48 minutes 18 seconds East (basis of bearing = record deed of the parent for the East line of said Southeast Quarter being South 00 degrees 48 minutes 18 seconds East) along the East line of said Quarter a distance of 1249.14 feet; thence South 89 degrees 48 minutes 53 seconds West a distance of 662.99 feet to a point on the northerly prolongation of the West line of the East Half of the Southeast Quarter of said Southeast Quarter Section; thence South 00 degrees 48 minutes 49 seconds East along said prolongation and the West line of said Half Quarter Quarter a distance of 279.26 feet to the POINT OF BEGINNING and to a 5/8 inch yellow capped rebar stamped "Schneider-Firm #0001" (hereafter referred to as "rebar"; thence continuing South 00 degrees 48 minutes 49 seconds East along said West line a distance of 259.39 feet to a "rebar"; thence North 89 degrees 11 minutes 11 seconds East a distance of 273.77 feet to a "rebar"; thence North 00 degrees 48 minutes 49 seconds West parallel with said West line a distance of 259.39 feet to a "rebar"; thence South 89 degrees 11 minutes 11 seconds West a distance of 273.77 feet to the Point of Beginning, containing 1.63 acres, more or less.

Exhibit B

Original Assessed Road Impact Fee

ROAD IMPACT FEE ASSESSMENT

Assessment Date: 4/19/2017
 Calculations Performed by: Kevin Todd
 (I.C. 36-7-4-1321 and City Ordinance No. 12-13)



<u>Property Information:</u>	
Property Description:	Applicant:
Parcel: 08-10-17-00-00-006.313	Name: Bryan Bowman, Primrose School
Address: 14711 Gray Road	Address: 14711 Gray Road
Westfield, Indiana 46062	Westfield, Indiana 46062

Development Information:

Proposed:
 3,180 square foot pre-school addition
 46 new students

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 9th Edition).

Land Use Code:	Day Care Center (565)
Independent Variable:	46 Students
Weighted Trip Average:	4.38 per student (average weekday trip rate)

Trips:

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

Pass-by Trips:

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

Redevelopment:

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

Calculation:

	Variable		Trip Average		
Trips:	46	x	4.38	=	201.48 24-hour trips

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

<u>Road Impact Fee Assessment:</u>						Road Impact Fee Due:
24-hour trips	fee per trip		road impact fee	pass-by trip discount	existing structure credits	
201.48	x \$299	=	\$ 60,243	- 0.00	- 0.00	= \$ 60,243

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

Exhibit C

Revised Road Impact Fee Assessment

ROAD IMPACT FEE ASSESSMENT

Assessment Date: 12/18/2017
 Calculations Performed by: Kevin Todd
 (I.C. 36-7-4-1321 and City Ordinance No. 12-13)



Property Information:

Property Description:

Parcel: 08-10-17-00-00-006.313
 Address: 14711 Gray Road
 Westfield, Indiana 46062

Applicant:

Name: Bryan Bowman, Primrose School
 Address: 14711 Gray Road
 Westfield, Indiana 46062

Development Information:

Proposed:

3,180 square foot pre-school addition
 46 new students

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 9th Edition).

Land Use Code:	Day Care Center (565)
Independent Variable:	46 Students
Weighted Trip Average:	4.38 per student (average weekday trip rate)

Trips:

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

Pass-by Trips:

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

Redevelopment:

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

Calculation:

	Variable		Trip Average		
Trips:	46	x	4.38	=	201.48 24-hour trips
Pass-by Trips:	Average pass-by trip percentage: 50% pass-by trip reduction % (destination use)				
					100.74 pass-by trips
Credits:	No structure demolition is proposed 0.00 structure demolition credits				
					Total net trips: 100.74 24-hour trips

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

Road Impact Fee Assessment:						Road Impact Fee Due:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	existing structure credits		
201.48	x \$ 299	= \$ 60,243	- 30,121	- 0.00	=	\$ 30,121

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

ROAD IMPACT FEE AGREEMENT

This ROAD IMPACT FEE AGREEMENT (“**Agreement**”) is made and entered into as of the ____ day of _____, 2018, by and between the City of Westfield, Indiana, (“**Westfield**”) and Grassy Branch Partners, LLC, an Indiana Limited Liability Company (“**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 Grassy Branch at Bridgewater, as depicted in the attached **Exhibit A** (“**Development**”), road impact fees (“**RIF**”) are required to be paid to Westfield by the Developer in accordance with Westfield Ordinance 12-13;

WHEREAS, Westfield desires the Developer to construct (i) a passing blister along the west side of Carey Road in the vicinity of the area where Pete Dye Blvd. intersects with Carey Rd., as generally depicted in **Exhibit B** (the “**Passing Blister**”) and (ii) an extension of the pedestrian path to be constructed along the south side of 151st Street, from Carey Road west to Oak Rd. as generally depicted in **Exhibit C** (the “**Path Extension**”) (the Passing Blister and Path Extension hereafter referred to, collectively, as the “**Improvements**”);

WHEREAS, Developer desires to accommodate Westfield’s request to construct the Improvements, which shall be in accordance with Westfield’s Construction Standards and Specifications (the “**Standards**”), in exchange for a road impact fee credit equal to the RIF attributable to the Development in the amount of \$175,812.00, which represents sixty (60) lots at \$2,930.20 per lot (“**RIF Credit**”); and

WHEREAS, Westfield is willing to give Developer the RIF Credit provided it first approves construction plans for the Improvements that must be in accordance with the Standards.

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) In consideration of the construction by the Developer of the Improvements, Westfield agrees to issue an RIF Credit to Developer on the terms and conditions as set forth herein. Such credits shall only be applicable to single family dwelling units within the Development and may be used and applied by Developer or its assignees as a credit against road impact fees payable to Westfield in connection with the construction of single-family dwelling units in the Development as per the terms and conditions as set forth herein.

2) The estimated costs of construction of the Improvements are approximately (i) Forty Thousand Dollars (\$40,000) for the Passing Blister and (ii) Fifty Dollars (\$50.00) per lineal foot for the Path Extension, not including additional fees to engineer the bridge over Cool

Creek and water crossings in connection with Cool Creek, both of which shall be additional costs.

3) Prior to construction of any Improvements, Developer shall prepare and submit to Westfield (i) construction plans for the Improvements (the “**Plans**”) and (ii) an estimated cost and value for the construction of the Improvements (the “**Cost of Improvements**”) for its approval thereof (the “**Approval**”).

4) Developer shall, at the Developer’s sole expense, construct the Improvements in accordance with the Standards and the Plans made the subject of the Approval. Improvements by the Developer shall be subject to any applicable permits, financial guarantees and inspections by Westfield.

5) Upon receiving the Approval, Developer shall have from Westfield a credit for the RIF and, therefore, Developer may directly collect the RIF as they become due and owing and apply them to the costs as they are incurred by Developer in the construction and installation of the Improvements.

6) Developer shall provide to Westfield all receipts and an itemized account of expenses to support the total cost for construction of the Improvements and, in the event the costs incurred by Developer in the construction and installation of the Improvements are less than the RIF collected by Developer, Developer shall remit to Westfield the difference.

7) The obligations of Westfield and the Developer contained in this Agreement are expressly conditioned upon the enactment and approval of the secondary plat(s) and construction plans of the Development or its successors and assigns and, absent the occurrence of all of the foregoing conditions, this Agreement shall be null and void and the parties shall have no further responsibility or obligation to each other under this Agreement.

8) Each undersigned person signing certifies that (a) he has had ample time and opportunity to research, consult with experts and investigate all aspects of this Agreement, (b) that no information has been withheld from the other party, (c) he is fully empowered and duly authorized by any and all necessary action or consent to execute and deliver this Agreement for and on behalf of the party for which he signs, (d) that the party for which he signs has full capacity, power, and authority to carry out and enter into the obligations under this Agreement, and (e) that this Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the party for which he signs.

9) In the event of either Westfield's or Developer’s failure to perform any of its obligations hereunder, the other party shall notify, in writing, the non-performing party of such default. If the non-performing party is unable to cure such default within thirty (30) days, then the other party may pursue any remedy available at law or in equity. The substantially prevailing party in any litigation arising as a result of a default by a party hereto shall be entitled to recover costs of the action, including reasonable attorneys’ fees. The parties stipulate that the only appropriate venue shall be the Hamilton County Indiana Circuit or Superior courts. Developer waives any and all recourse should Westfield file a lien for all amounts due on the subject property still owned or controlled by the Developer should the Developer be in default of this Agreement.

10) 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
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, IN 46032

If to Developer:

Grassy Branch Partners, LLC Attn:
David Mennel
3535 E. 161st Street
Carmel, IN 46033

With copy to:

Nelson and Frankenberger, LLC
Attention: Lawrence J. Kemper
550 Congressional Blvd., Suite 210
Carmel, IN 46032

- 11) On _____, 2018, the Westfield Board of Public Works and Safety authorized the Director of Public Works Department to execute this Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

J. Andrew Cook

J. Andrew Cook

J. Andrew Cook

Randy Graham

Randy Graham

Randy Graham

Kate Snedeker

Kate Snedeker

Kate Snedeker

ATTEST:

Cindy Gossard, Clerk Treasurer

Grassy Branch Partners, LLC

By: _____

Date: _____

David Mennel, Chief Operating Officer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, on the _____ day of _____, 2018, personally appeared David Mennel, Chief Operating Officer of Grassy Branch Partners, LLC, who acknowledged his authority and the execution of the above and foregoing Agreement to be its voluntary act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires:

NOTARY PUBLIC, A resident of Hamilton
County, Indiana
Printed: _____

This instrument prepared by: Lawrence J. Kemper, Nelson and Frankenberger, LLC, 550
Congressional Blvd., Suite 210, Carmel, IN 46032

Exhibit A



Grassy Branch at Bridgewater

EXHIBIT B
PASSING BLISTER IMPROVEMENTS

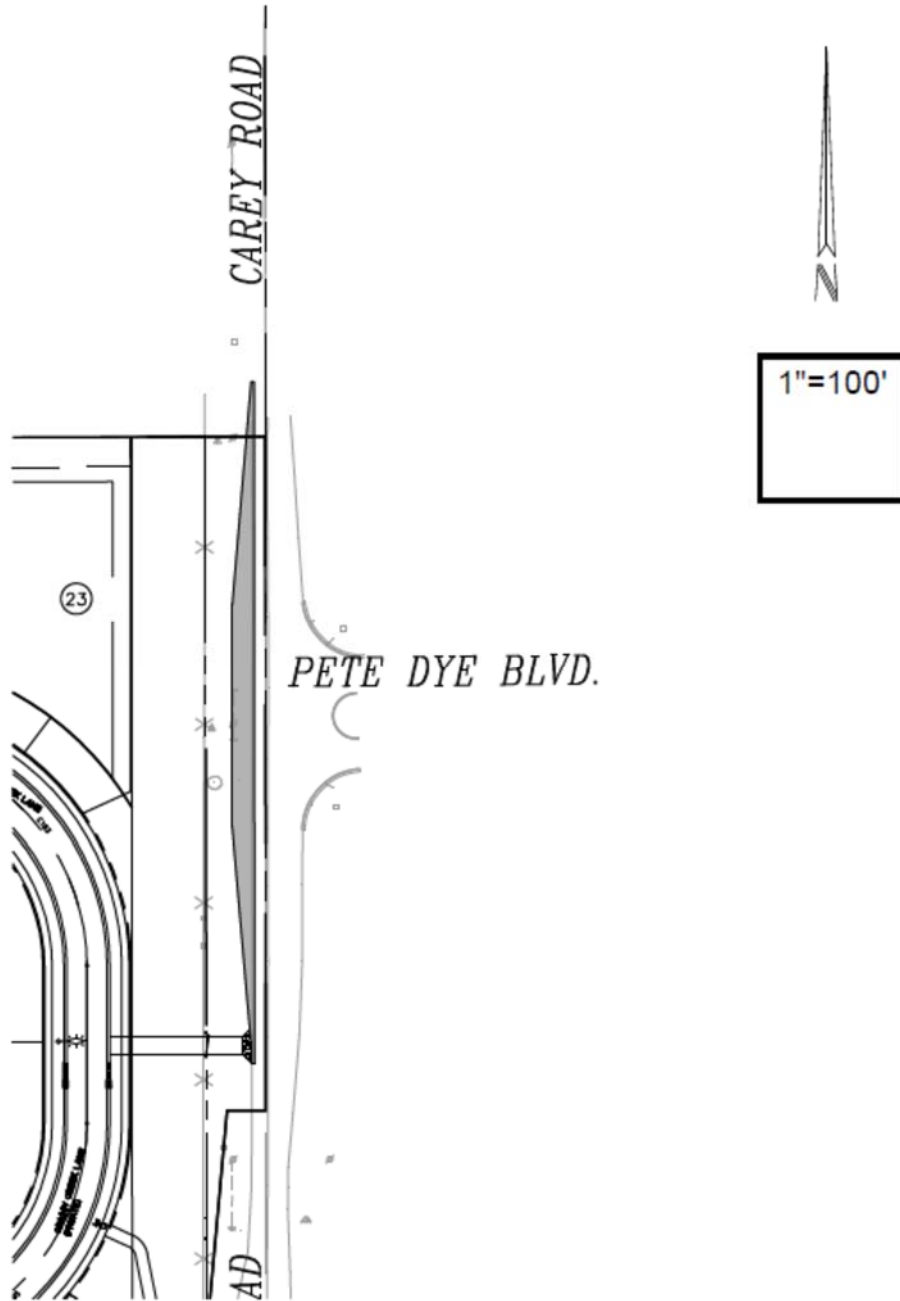
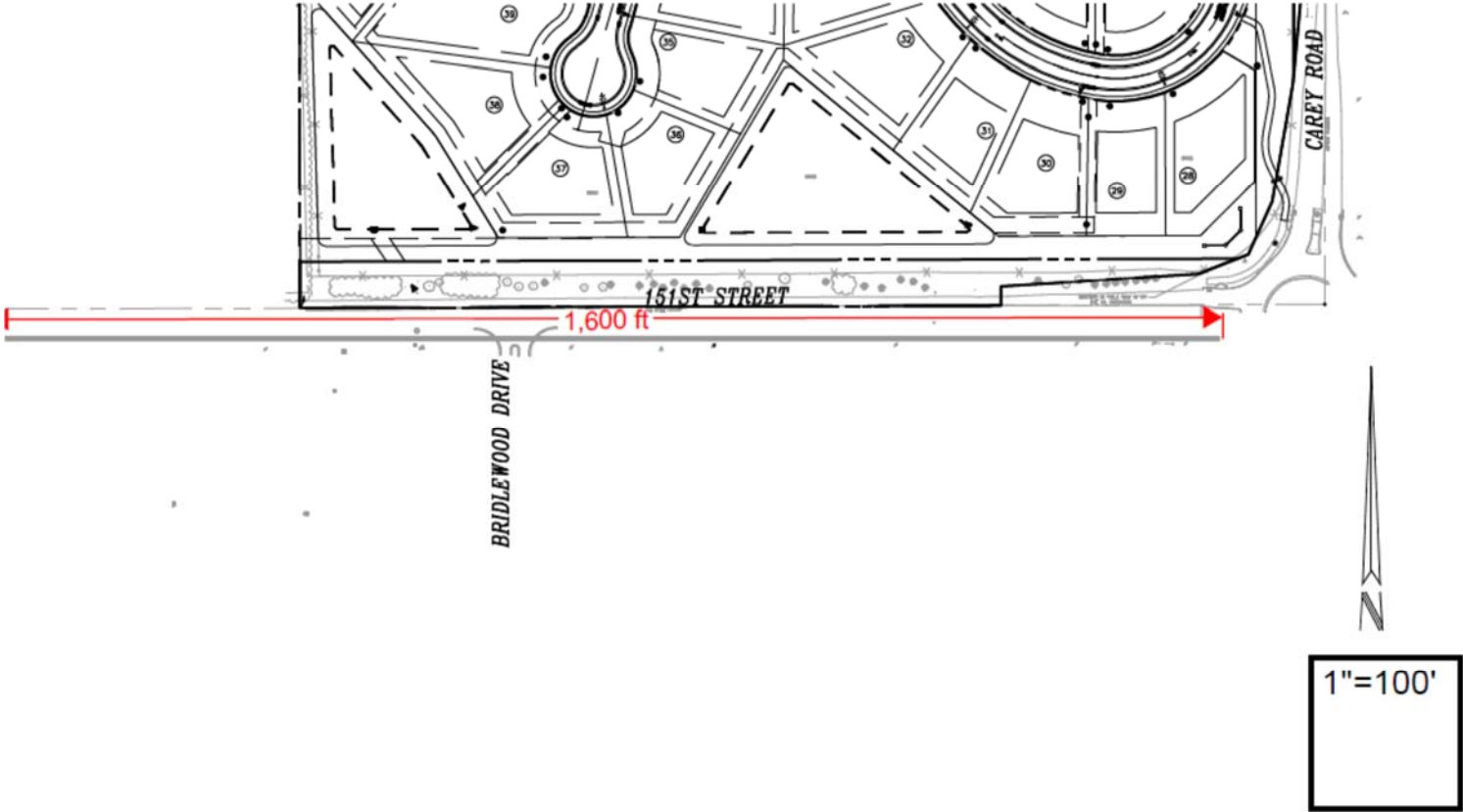


EXHIBIT C
PATH EXTENSION IMPROVEMENTS





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

Contact: Fire Chief

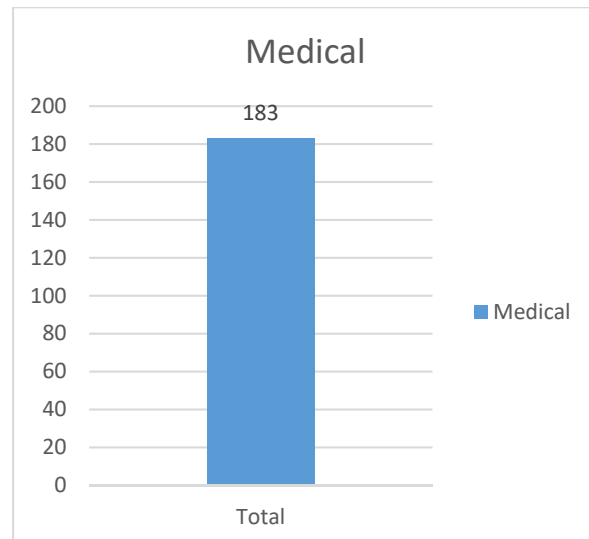
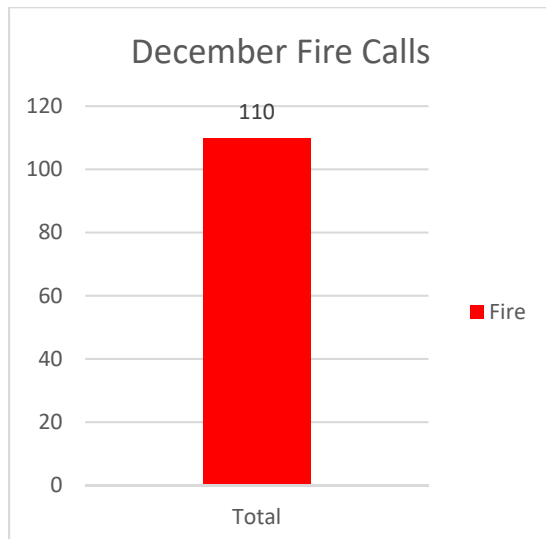
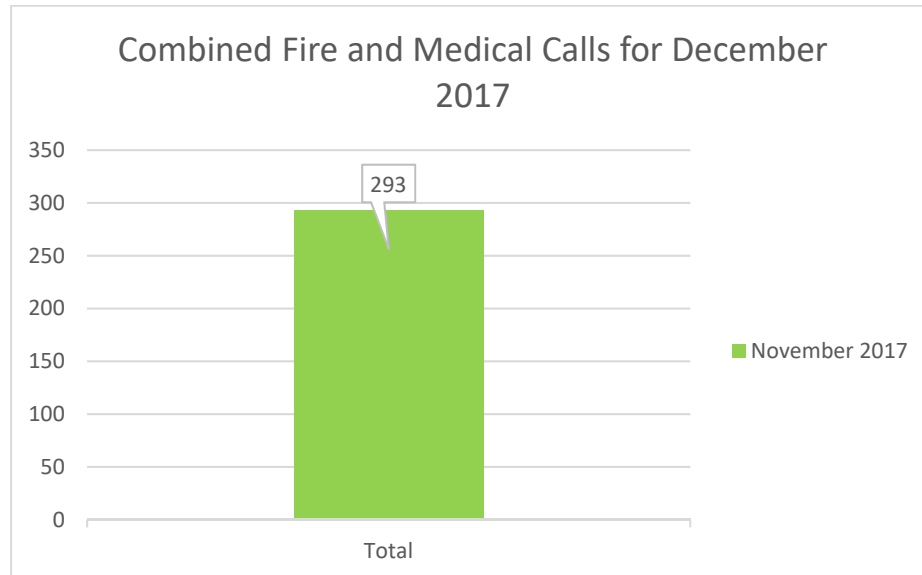
Marcus Reed

Or Nikki Hartman

804-3304

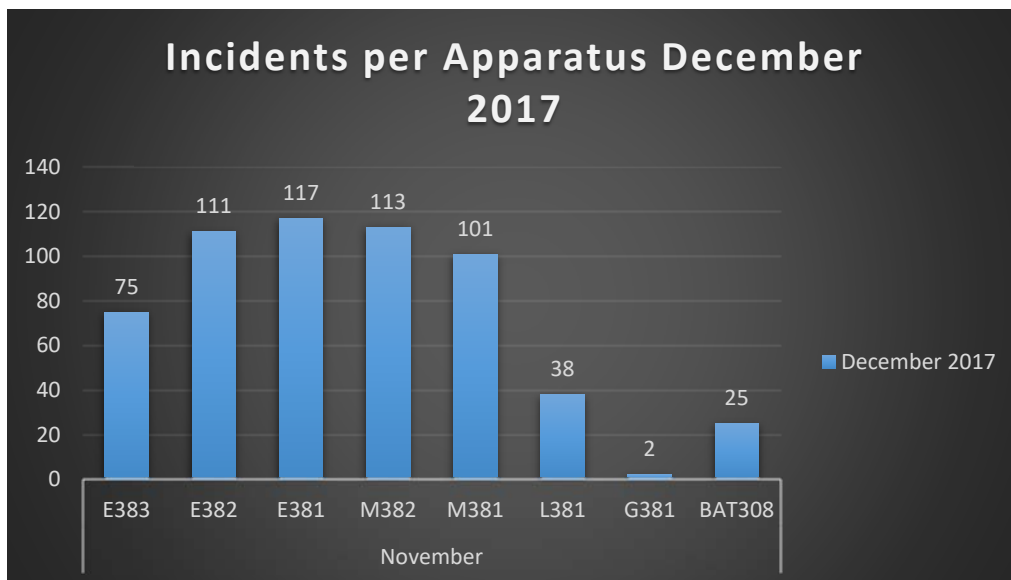
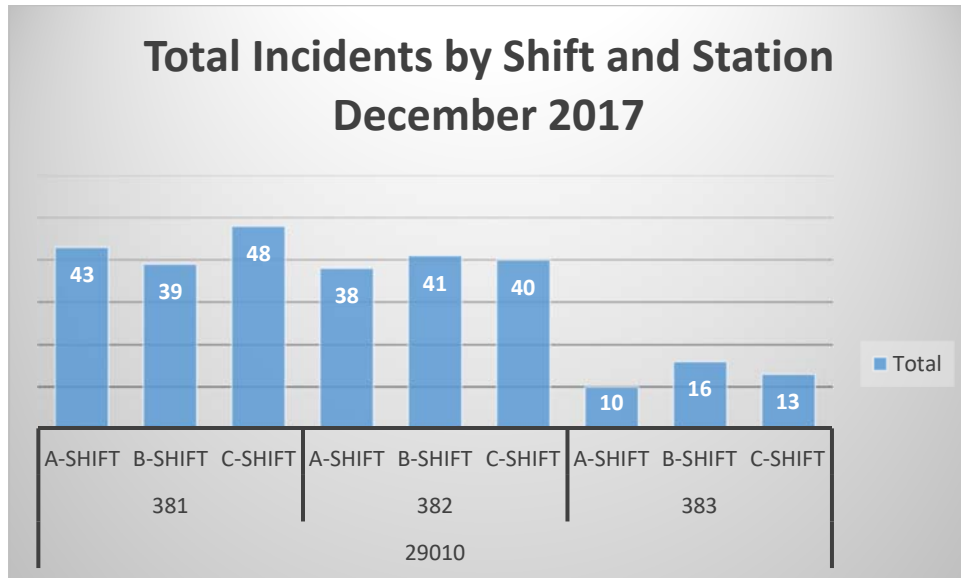


Westfield Fire Department 2017 Incident Statistics



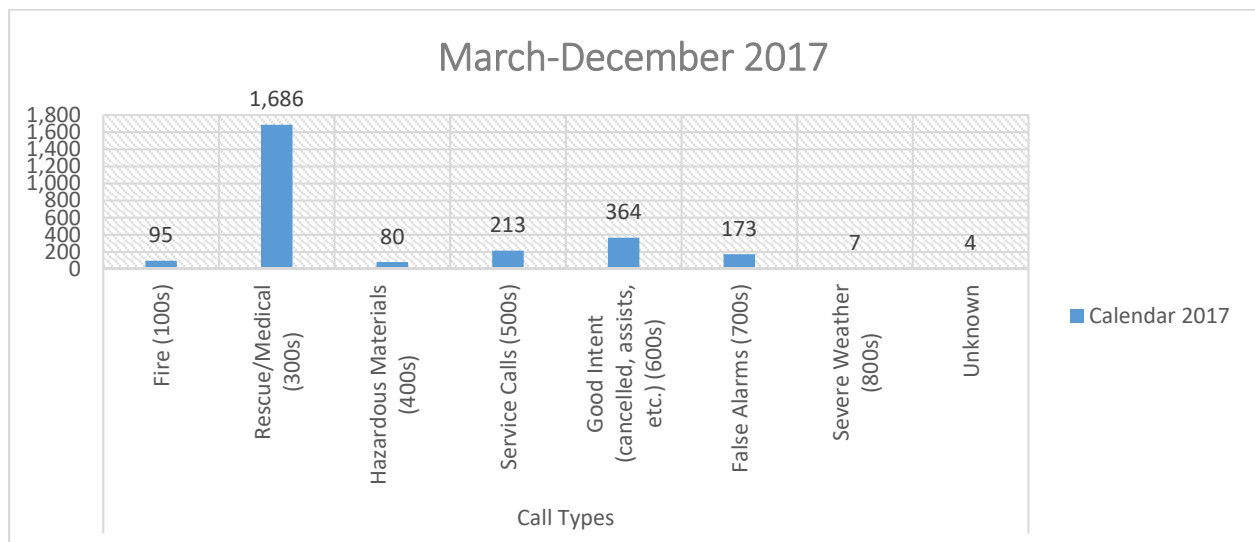
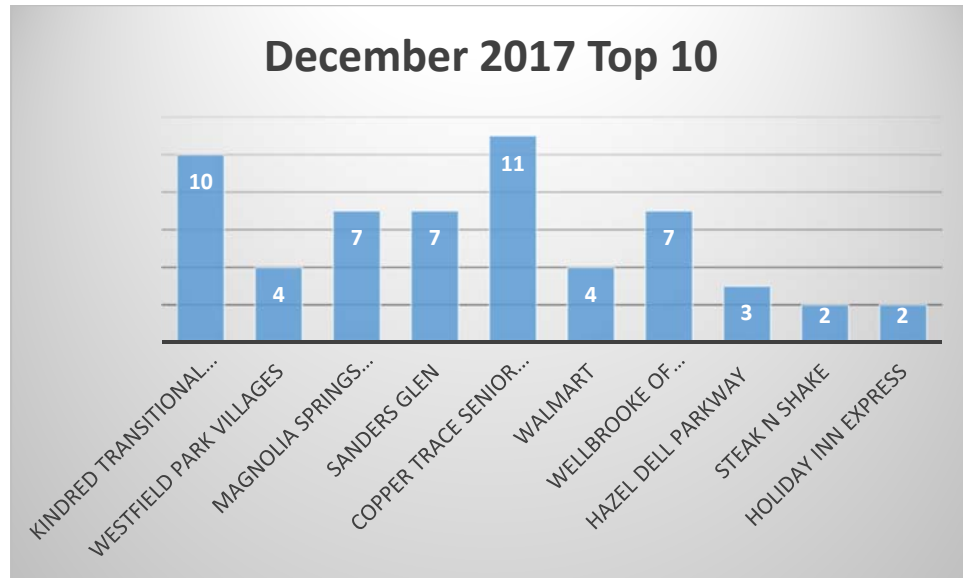


Westfield Fire Department 2017 Incident Statistics



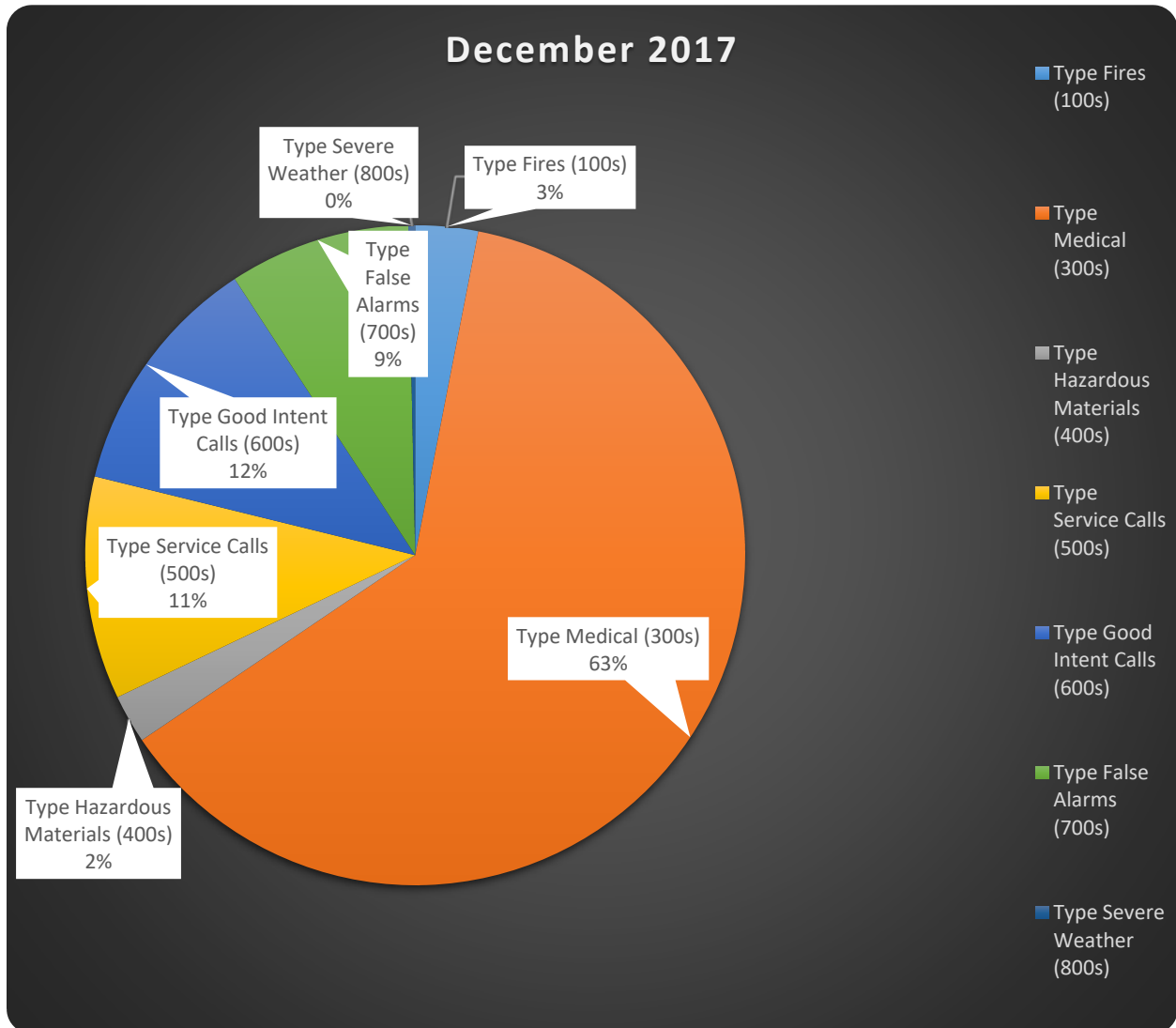


Westfield Fire Department 2017 Incident Statistics





Westfield Fire Department 2017 Incident Statistics



December	293
Fires	9
Medical	183
Hazmat	7
Service Calls	32
Good Intent	35
False Alarms	26

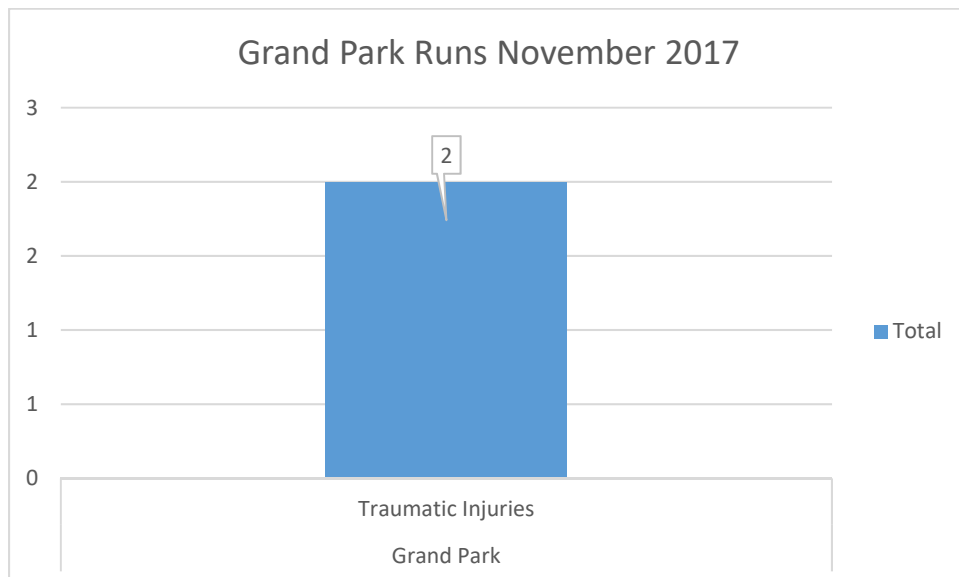


Westfield Fire Department 2017 Incident Statistics

Property Saved



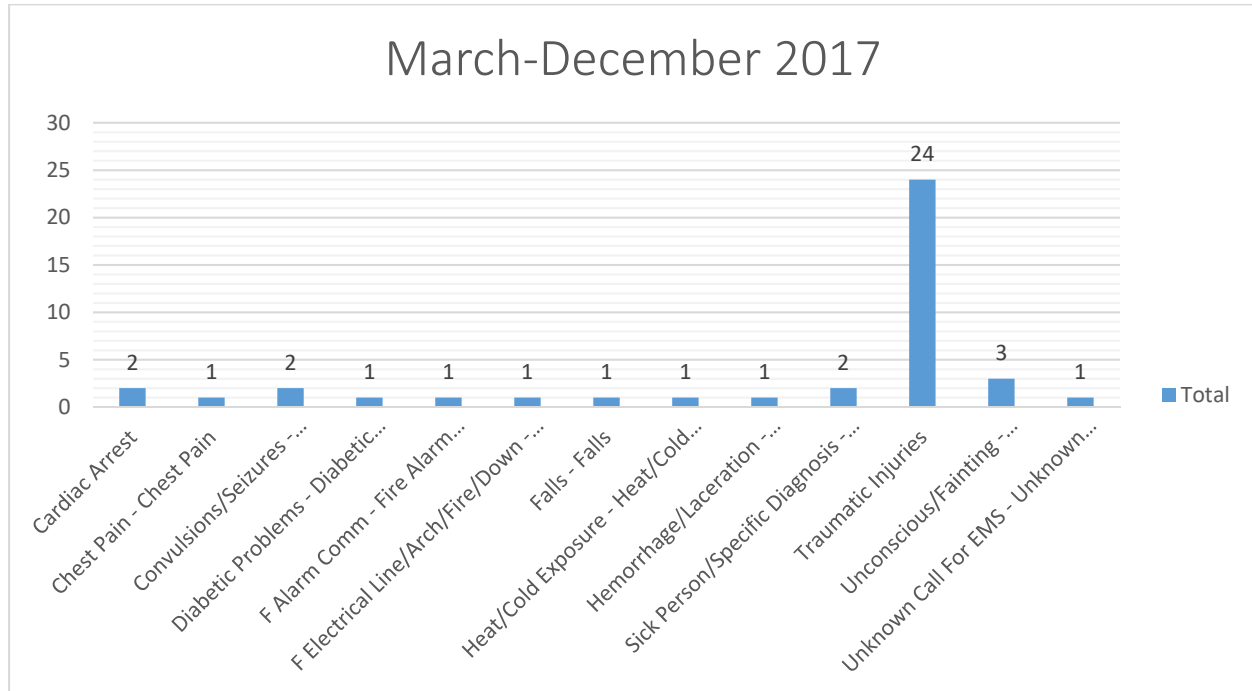
Grand Park Data





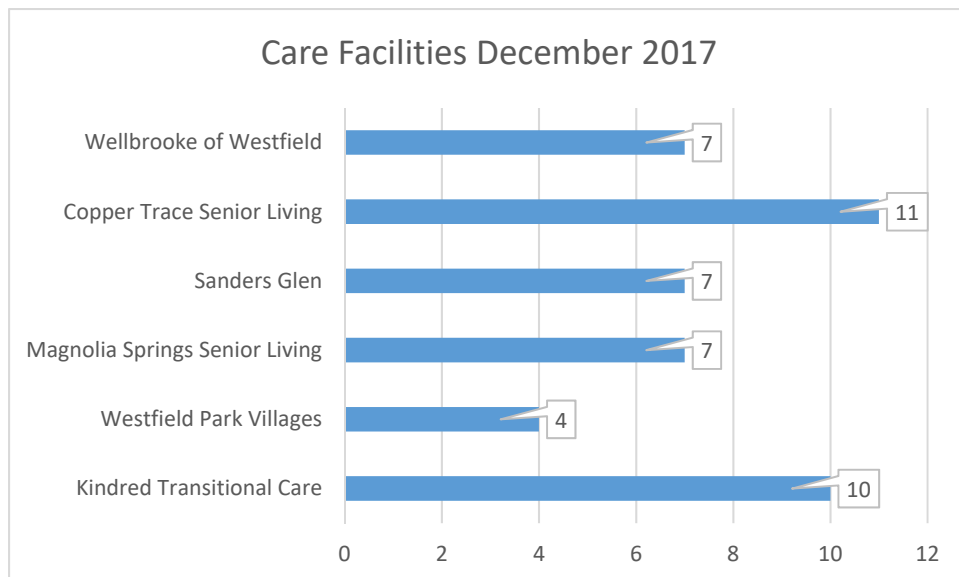
Westfield Fire Department 2017 Incident Statistics

Grand Park Data



41 runs total

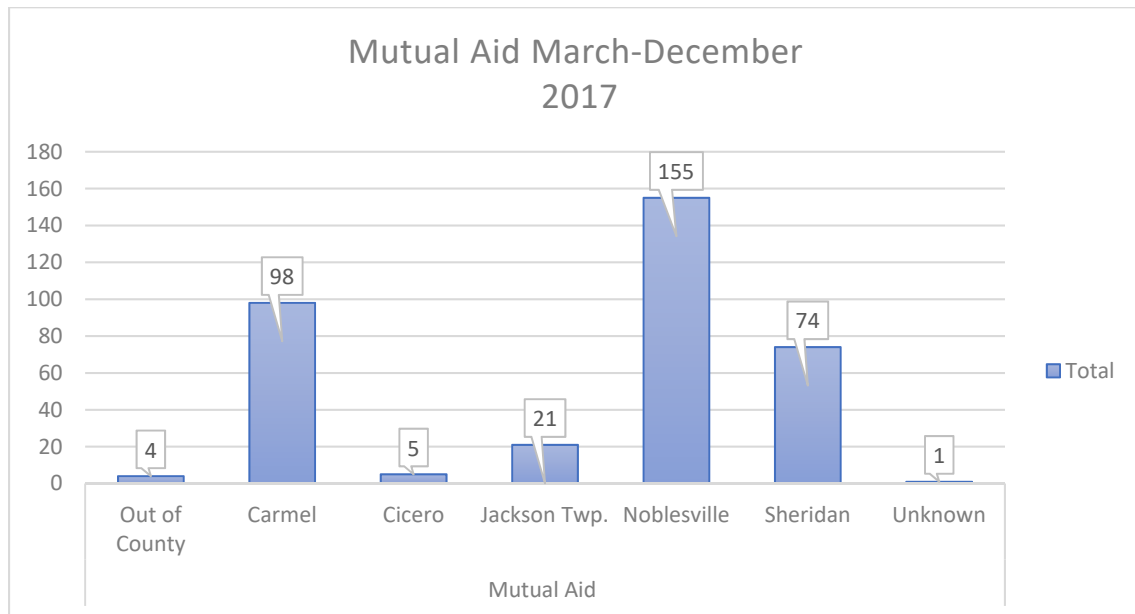
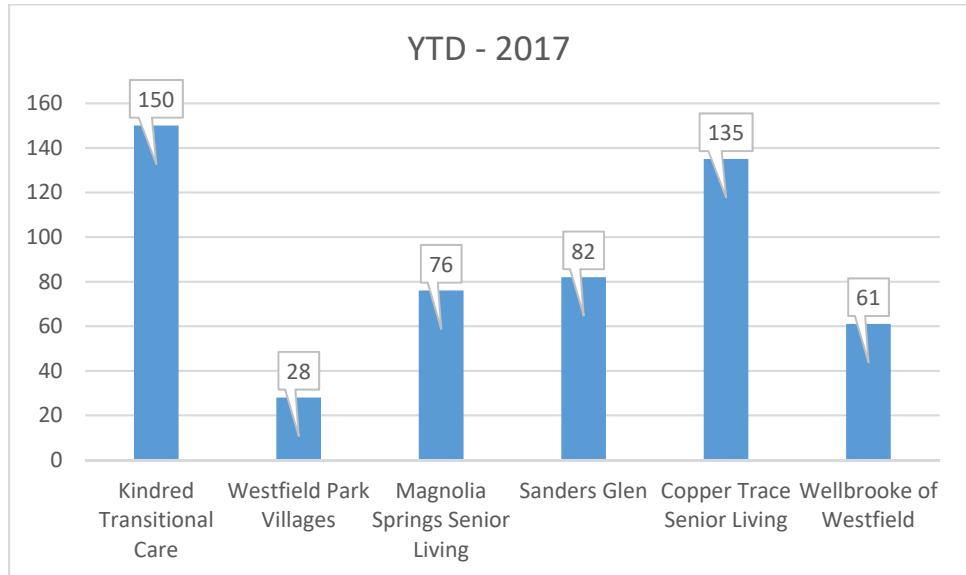
Care Facility





Westfield Fire Department 2017 Incident Statistics

Care Facilities



Total 358

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

December 2017

Table of Contents

	Page
1. Field Activity Performance Measures	
a) Events by Nature/Calls for Service	1
b) Calls by Day of Week	2
c) Calls by Hour of Day	3
d) Total Calls by Month Chart	4
e) UCR Offenses	5
f) Arrests & Traffic	6
g) Traffic Stops by Day of Week	7
h) Traffic Stops by Hour of Day	8
i) Traffic Stops by Monty Chart	9
2. Community Events	10
3. Training	11

WESTFIELD POLICE DEPARTMENT

December 2017

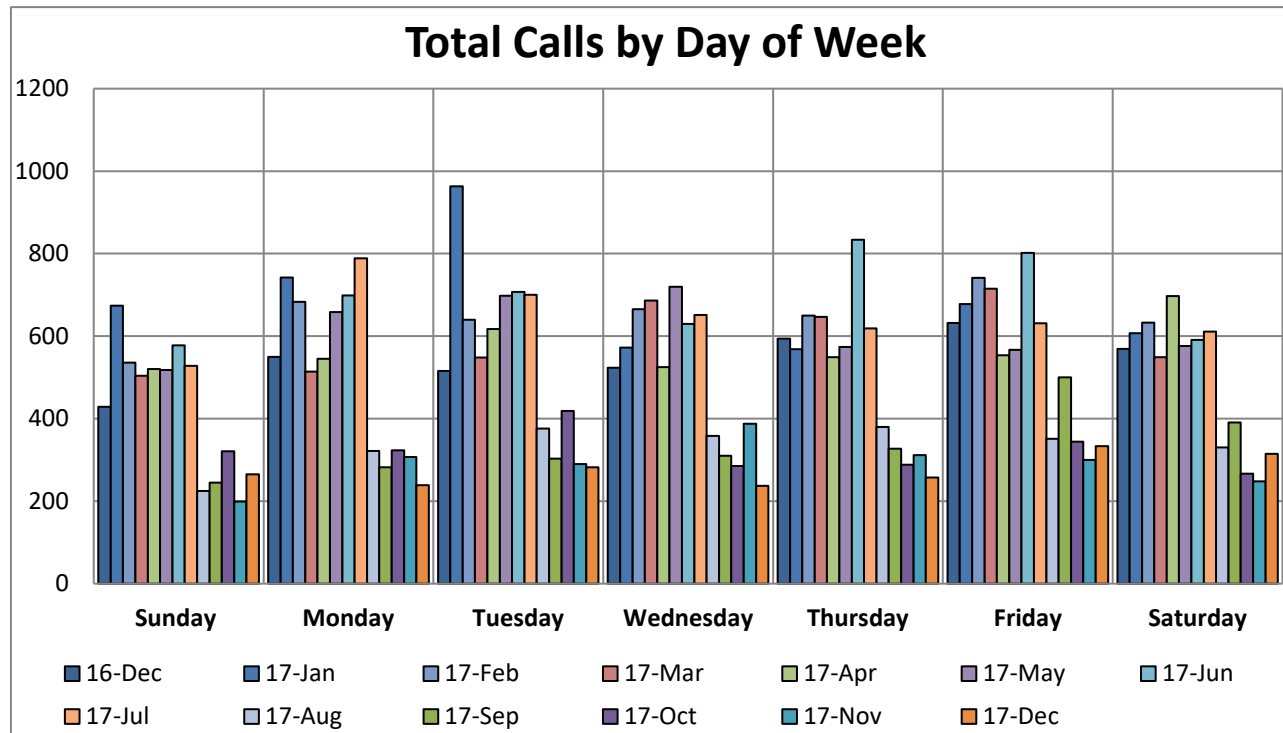
911 Hang Up	46
Abandoned Vehicle	6
Abandonment	0
Abuse / Neglect	3
Accident - Hit & Run	10
Accident - Other	1
Accident - Property Damage	83
Accident - Personal Injury	10
Accident - Unknown	10
Alarm - Other	2
Alarm - Vehicle	1
Alarm - Burglar	145
Alarm - Hold Up	13
Animal Bite / Attack	0
Animal Complaint	29
Assist Fire	35
Assist Other Department	23
Assist Public	30
Battery	1
Bomb Threat	0
Burglary	9
Carjacking	0
Case Follow Up	109
Child Seat Inspection	0
Civil Dispute	19
Criminal Mischief	16
Damage to Property	0
Death Investigation	0
Directed Patrol	5
Disturbance	29
Driving Complaint	42
Drug Complaint	10
Escort	0
Fight	0
Firearms Shots	1
Found / Lost Property	12
Found Person	0
Fraud Prescription	0
Fraud / Deception	18
Harassment	13
Intoxicated Person	2
Investigation	11
Juvenile Complaint	8

K9 Detail	0
Kidnapping	0
Lock Out	68
Loud Party	2
Mental Emotional - Violent	0
Mental Person	3
Miscellaneous	7
Missing Person	2
New Call	6
Nuisance	4
Ordinance Misc.	8
Parking Complaint	20
Physical Disturbance	12
Reckless Activity	3
Road Rage	2
Robbery	1
Runaway	2
Security Check	13
Sex Offense	3
Shooting	0
Special Detail	0
Stabbing	0
Suicide	1
Suspicious Activity	93
Suspicious Package	0
Test	0
Theft	34
Theft - From a Vehicle	4
Theft - of a Vehicle	6
Threat to Life	7
Threatening Suicide	12
Tow Release	3
Traffic Hazard	65
Transport	1
Trespassing	5
Traffic Stop	706
Unknown Call for Police	1
VIN Check	18
Wanted	3
Warrant Service	12
Weapons Complaint	2
Welfare Check	47
	1928

WESTFIELD POLICE DEPARTMENT

December 2017

DAY	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec
Sunday	429	674	536	504	520	518	578	528	225	245	321	199	265
Monday	550	742	683	514	545	658	699	789	322	282	323	307	239
Tuesday	516	963	640	548	617	698	707	700	376	303	419	290	282
Wednesday	523	572	665	686	525	720	630	651	358	310	285	388	237
Thursday	594	568	650	647	549	574	834	619	380	327	288	312	257
Friday	632	678	741	715	554	567	802	631	351	500	344	300	333
Saturday	569	607	633	549	697	576	591	611	330	391	267	248	315
TOTAL	3813	4804	4548	4163	4007	4311	4841	4529	2342	2358	2247	2044	1928



WESTFIELD POLICE DEPARTMENT

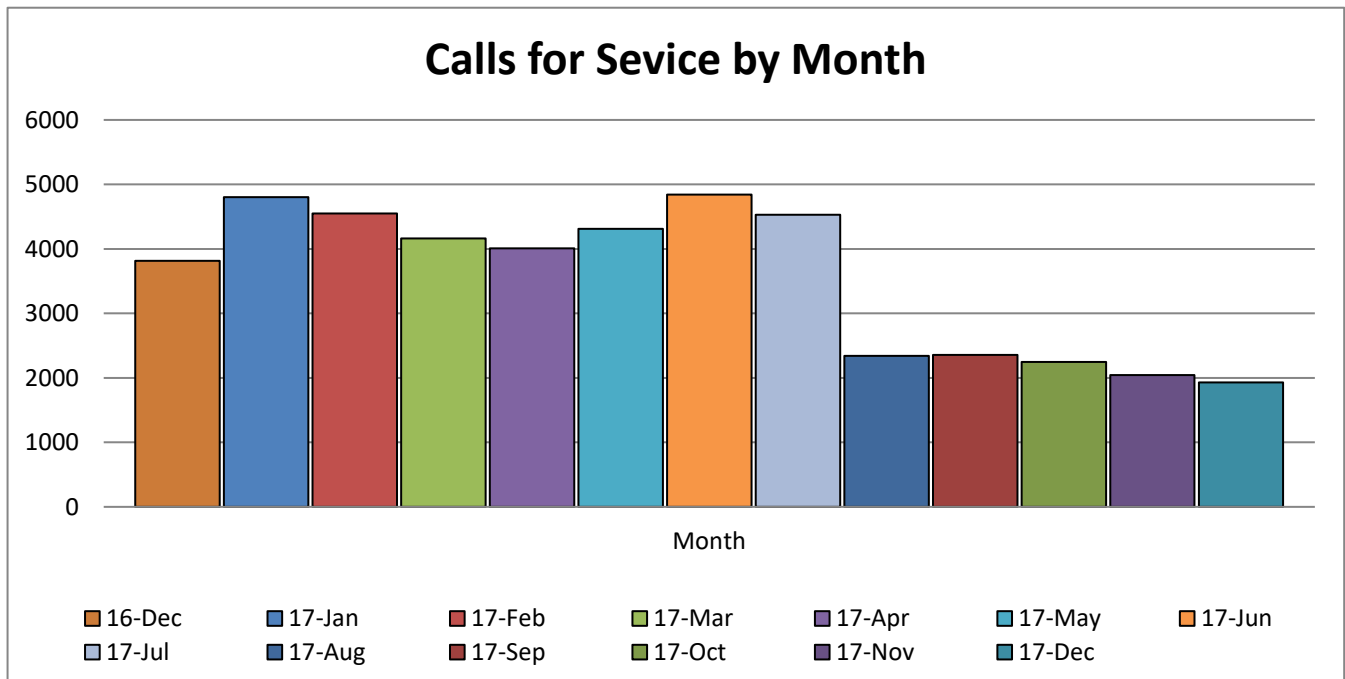
December 2017

Total # of Calls by Hour of Day

Hour	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec
0	182	237	209	174	159	182	158	156	101	100	93	74	77
1	182	280	215	201	143	181	153	139	49	69	53	46	44
2	131	198	222	154	139	138	180	143	34	49	40	33	35
3	116	139	172	171	116	124	129	114	25	34	35	17	27
4	91	144	146	140	89	152	121	105	27	25	31	13	18
5	117	238	255	225	185	181	197	221	22	18	16	20	20
6	162	287	294	238	184	245	278	255	54	35	35	38	41
7	226	219	232	269	240	207	255	190	97	110	102	79	77
8	176	166	191	184	223	215	290	223	119	133	149	140	95
9	147	151	145	150	175	168	249	207	93	111	132	116	98
10	208	169	196	229	243	238	278	260	132	169	172	181	123
11	160	124	131	142	151	152	178	200	99	104	123	126	102
12	115	132	151	164	148	158	177	183	132	106	105	134	104
13	179	220	154	193	201	185	216	196	161	145	130	92	102
14	155	219	184	170	221	186	226	228	152	131	140	114	119
15	143	169	172	156	196	179	206	199	122	142	125	125	117
16	112	147	142	136	143	156	189	153	111	127	95	83	84
17	139	138	149	122	137	174	224	152	111	96	81	70	103
18	291	332	258	205	211	243	246	267	123	114	112	126	107
19	211	285	228	197	192	201	214	211	112	121	108	90	122
20	131	120	124	96	70	120	123	115	87	85	79	62	83
21	93	150	128	111	85	128	119	148	105	82	75	62	54
22	162	279	191	163	165	199	192	248	145	123	109	102	87
23	184	261	259	173	191	199	243	216	129	129	107	101	89
TOTAL	3813	4804	4548	4163	4007	4311	4841	4529	2342	2358	2247	2044	1928

WESTFIELD POLICE DEPARTMENT

December 2017



WESTFIELD POLICE DEPARTMENT

December 2017

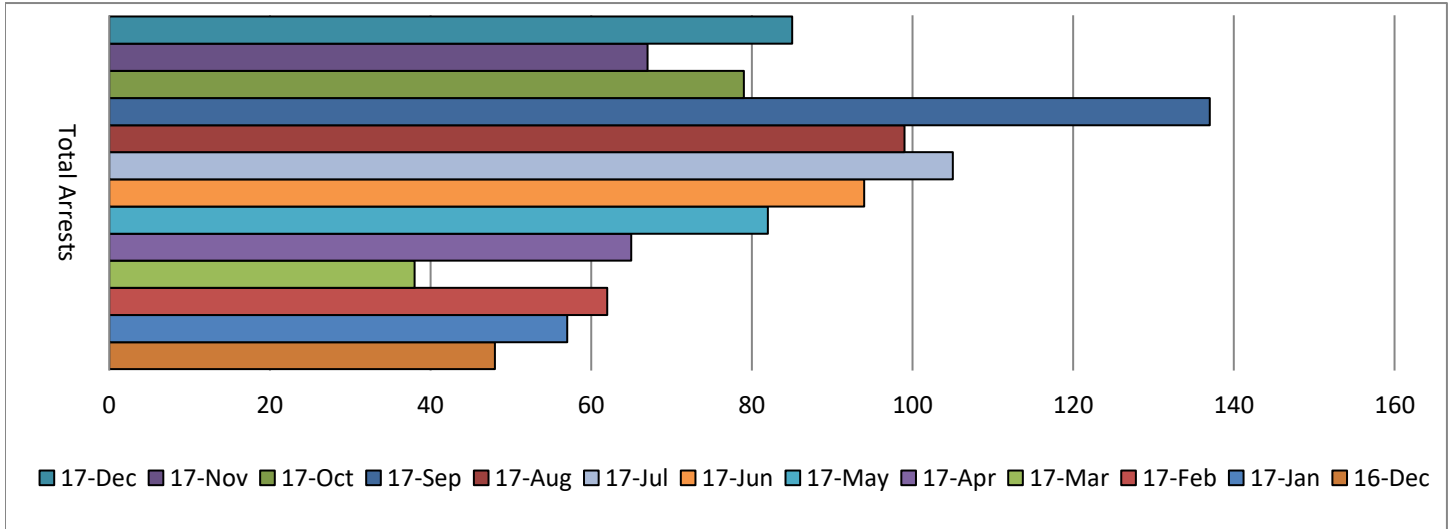
UCR OFFENSES

OFFENSE	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	1	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	1	-1	0	0
Robbery	0	3	0	0	1	0	1	0	0	2	1	-1	1
Battery - Aggravated	1	2	4	1	1	3	1	0	0	0	0	1	1
Battery - Simple	18	11	9	13	14	20	10	12	11	15	12	19	14
Burglary	1	7	2	4	0	0	3	0	1	3	0	2	5
Theft	18	33	25	27	18	32	33	37	41	24	17	29	30
Motor Vehicle Theft	1	2	0	2	3	2	0	1	3	0	1	2	0
TOTAL	40	58	40	47	37	57	48	50	56	45	30	52	51

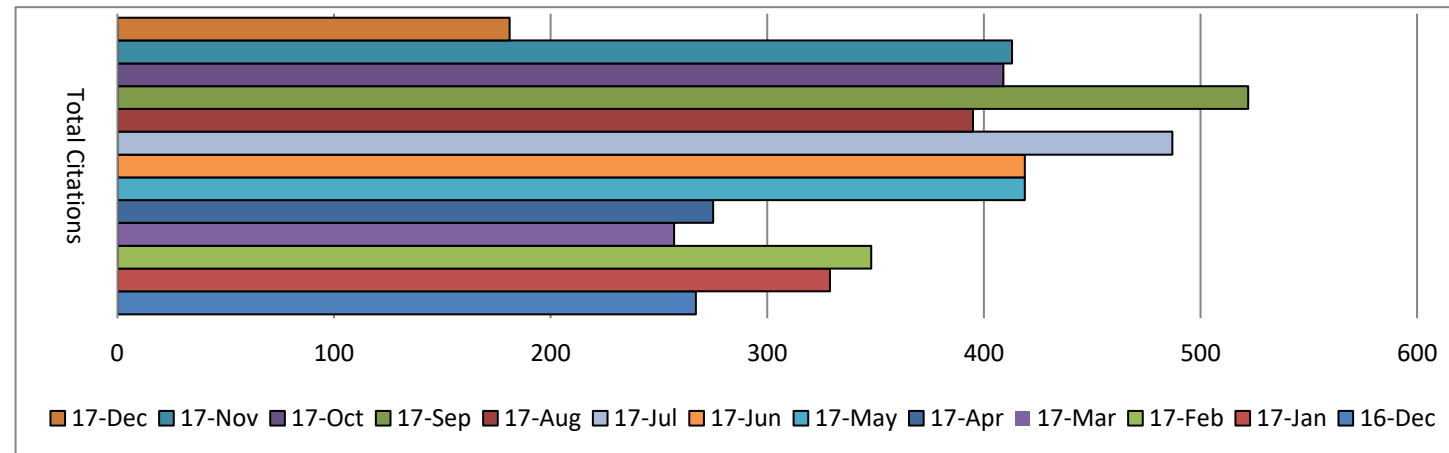
WESTFIELD POLICE DEPARTMENT

December 2017

Arrest Reports Taken	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec
Alcohol/ Drug Related	15	21	35	17	26	17	20	26	23	26	16	13	13
Felony Charges	20	24	21	17	23	12	7	11	13	16	7	20	18
Misdemeanor Charges	57	75	79	35	106	81	101	114	86	131	82	58	77
Total Arrests	48	57	62	38	65	82	94	105	99	137	79	67	85



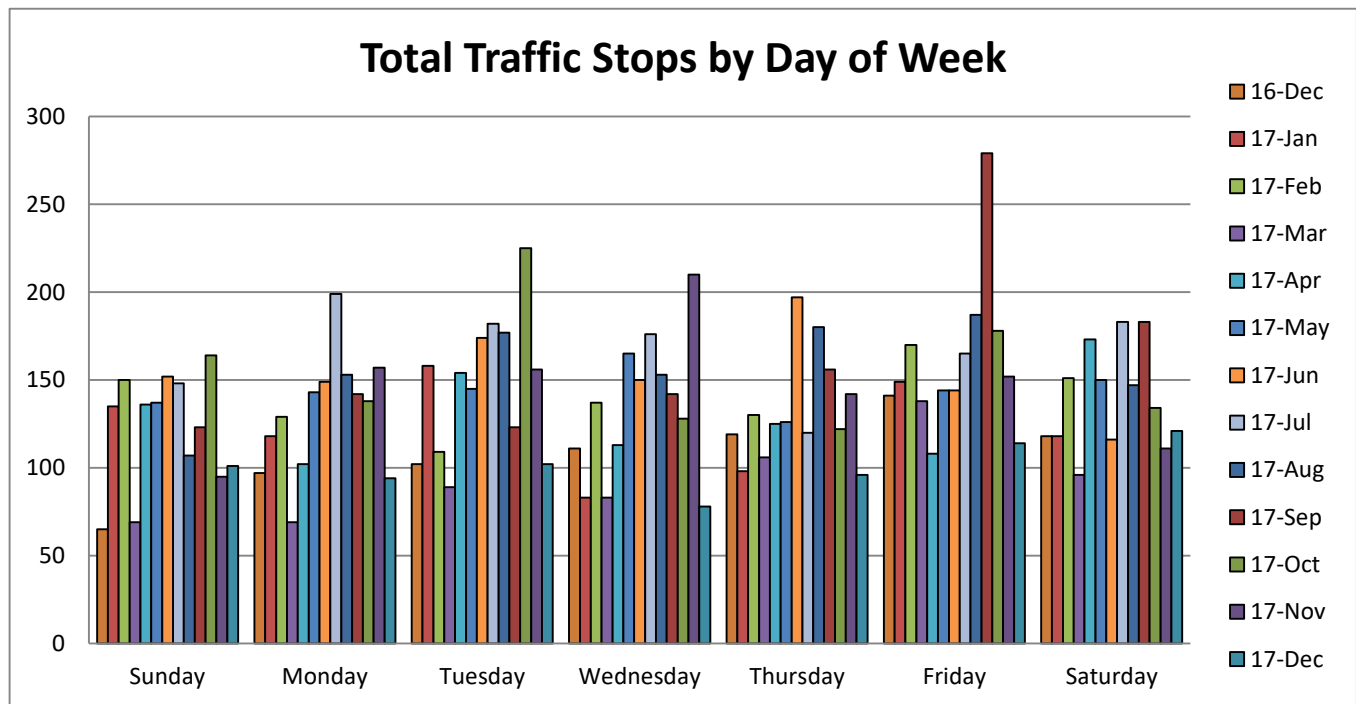
Traffic	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec
Total Citations	267	329	348	257	275	419	419	487	395	522	409	413	181
Total Written Warning	867	947	1059	476	757	937	1070	1135	1125	1113	1084	989	782
Total Traffic Accidents	94	74	50	47	57	51	65	51	61	58	49	49	77
Property Damage	77	65	41	41	50	43	59	44	48	51	44	45	68
Personal Injury	16	9	9	6	7	8	6	7	9	7	5	4	9
Fatality	1	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	13	9	11	6	7	6	5	5	4	5	6	2	3
*numbers included in property damage, personal injury, and fatality accidents													



WESTFIELD POLICE DEPARTMENT

December 2017

Day:	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec
Sunday	65	135	150	69	136	137	152	148	107	123	164	95	101
Monday	97	118	129	69	102	143	149	199	153	142	138	157	94
Tuesday	102	158	109	89	154	145	174	182	177	123	225	156	102
Wednesday	111	83	137	83	113	165	150	176	153	142	128	210	78
Thursday	119	98	130	106	125	126	197	120	180	156	122	142	96
Friday	141	149	170	138	108	144	144	165	187	279	178	152	114
Saturday	118	118	151	96	173	150	116	183	147	183	134	111	121
TOTAL	753	859	976	650	911	1010	1082	1173	1104	1148	1089	1023	706



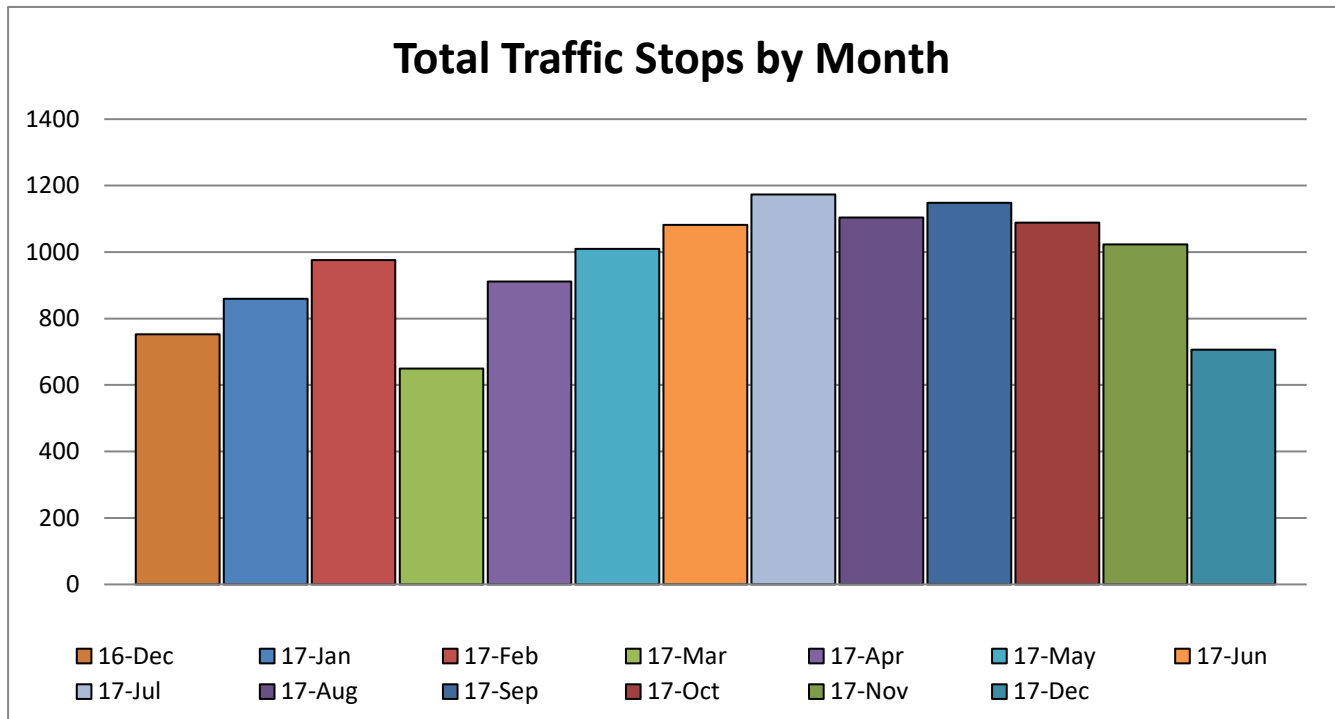
WESTFIELD POLICE DEPARTMENT

December 2017

Hour:	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec
0	43	42	40	32	46	53	57	50	67	71	60	50	47
1	23	24	35	17	29	40	25	32	31	47	30	28	20
2	11	15	18	12	14	29	22	24	15	30	21	21	19
3	1	9	15	9	10	12	18	11	11	16	21	7	11
4	3	7	6	5	10	8	10	6	6	8	13	7	6
5	2	9	6	5	3	4	2	1	6	3	2	5	3
6	11	19	17	7	22	29	21	39	28	17	19	23	19
7	31	49	59	34	59	65	78	52	63	67	72	64	47
8	45	44	62	47	52	73	108	75	69	79	93	84	55
9	35	41	55	30	50	52	105	76	54	53	66	69	21
10	64	48	80	64	91	83	89	93	65	92	85	100	54
11	31	26	50	34	53	44	42	61	35	45	57	67	28
12	33	31	53	38	58	32	43	45	48	45	37	55	25
13	44	70	48	50	65	51	52	73	86	66	59	34	37
14	46	66	44	38	54	54	53	74	77	68	59	59	52
15	32	40	34	18	48	36	45	51	40	59	56	57	30
16	20	27	22	14	22	22	43	23	51	48	26	24	13
17	12	19	22	12	24	31	38	25	31	17	19	18	8
18	69	64	61	27	34	58	56	82	49	49	38	45	41
19	59	47	47	37	42	53	46	67	43	56	58	32	40
20	31	23	27	9	11	29	13	23	29	26	34	17	22
21	17	28	44	18	9	17	14	24	44	26	28	24	13
22	40	74	60	48	40	58	46	94	83	78	63	59	42
23	50	37	71	45	65	77	56	72	73	82	73	74	53
TOTAL	753	859	976	650	911	1010	1082	1173	1104	1148	1089	1023	706

WESTFIELD POLICE DEPARTMENT

December 2017



**Westfield Police Department
Community Events
December 2017**

12/6/17 Boy Scouts Police Department Tour – Nights B

12/8/17 Moms Group Police Department Tour – Days A

12/13/17 Family Science Night

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

12/28-30/17 Ballistic Shield Instructor Course – Officers Kang and Harrell

12/7/17 Monthly K9

12/12-13/17 TEEX FP – MGT404-161

12/14/17 Monthly ESU

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 24th day of January 2018, by and between City of Westfield (“Contracting Party”) and NORTHPOINT OWNERS, LLC (“Vendor”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: North of 196th Street, Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: To start January 25th, 2018 and complete by May 1st, 2018 (the “Completion Date”), unless otherwise approved in writing by Contracting Party.
 - (d) Purchase Price: Forty-Two Thousand One Hundred Forty-Eight Dollars and 48/100, \$42,148.48 (see Proposal dated November 21, 2017 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$100.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement

Should there be any conflict within the Contract Documents, the most stringent shall govern.

(h) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Phil A. Sundling, PE
2706 East 171st Street
Westfield, Indiana 46074

psundling@westfield.in.gov w/ CC to
ap@westfield.in.gov or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

Northpoint Owners, LLC
Attn: Chris Wilkes, Partner
c/o Holladay Properties
227 S. Main Street, Suite 300
South Bend, IN 46601

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such

changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay

such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and

commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION**: all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the

right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT**: Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES**: Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. 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. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW**: This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY**: If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE**: Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION**: Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT**: This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this

Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the City of Westfield as a result of the Vendor’s failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

EXECUTED this _____ day of _____, 2017.

Contracting Party:

City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Vendor:

Northpoint Owners, LLC
227 S. Main Street, Suite 300
South Bend, IN 46601

J. Andrew Cook, BPW&S Member

Signature

Signature

Printed Name

Date

Title

Date

Randy Graham, BPW&S Member

Signature

Date

Kate Snedeker, BPW&S Member

Signature

Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ☐ General: Vendor/Contractor ("Contractor") shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City's representative. Coordinate work activities in advance.
- ☐ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee's name visible to determine their site permissions.
- ☐ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ Perform work with least possible disturbance to occupants of existing facilities.
- ☐ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.
- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction **LOADING AND UNLOADING ONLY**:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

☐ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ☐ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ☐ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ☐ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ☐ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ☐ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ☐ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ☐ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ☐ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ☐ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ☐ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a “Safe City”. In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

Proposal Dated November 21, 2017

NORTHPOINT - Access Road

From Orix Parkign Lot to South Property Line of Sumner

	HOLLADAY
GRADING (ICI)	\$ 3,650.00
LIME STABILIZATION (ICI)	\$ 4,778.00
Asphalt Paving (Harding)	\$ 22,028.00
EROSION CONTROL (ICI)	\$ 4,400.00
LANDSCAPING/SEEDING (ICI)	\$ 1,160.00
Striping (non-thermoplastic)	\$ 500.00
Contractor General Conditions	\$ 1,800.80
Contingency	\$ 3,831.68
sub-total	\$ 42,148.48

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – Northpoint Temporary Access Way

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the Northpoint Temporary Access Way, hereinafter referred to as the “Project”;

WHEREAS, Northpoint Owners, LLC, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.

Signature:

Signature:

Printed Name:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Northpoint Owners, LLC, the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

Jeremy Lollar, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared _____, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	
Westfield Project Number:	
Westfield Project Manager:	
Westfield PO Number:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 $\pm$ 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!



January 24, 2018

Consent Agenda Item:

Performance Bond Acceptance

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

- Northpoint Owners, Bond #800015529, \$793,326.00, Storm Sewer, Sidewalk, Trail, Erosion Control & ROW Improvements
- Indiana Reclamation & Excavating, Inc., Bond #106563466, \$541,024.38, Sleepy Hollow Drainage Improvements
- Pulte Homes, Lantern Park, Section 2, Bond #59BSBHV0553, \$98,042.38, Storm Sewer
- Pulte Homes, Lantern Park, Section 2, Bond #59BSBHV0552, \$2,027.85, Sidewalk
- Pulte Homes, Lantern Park, Section 2, Bond #59BSBHV0555, \$6,865.90, Trail
- Pulte Homes, Lantern Park, Section 2, Bond #59BSBHV0554, \$91,794.71, Streets & Curbs
- Equicor Real Estate, Lantern Park, Section 2, Bond #NIN1522, \$55,000.00, Perimeter Path Improvements
- Pulte Homes, Retreat on the Monon, Section 2, Bond #206294, \$151,441.00, Storm Sewer
- Pulte Homes, Retreat on the Monon, Section 2, Bond #206295, \$143,728.00, Streets & Curbs
- Pulte Homes, Retreat on the Monon, Section 2, Bond #206296, \$6,301.00, Sidewalks
- Langston Development, Belmont Woods, Bond #1155542, \$59,592.50, Storm Sewers & Common Area Sidewalks

Performance Bond Release

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

- JBM Contractors, Westfield Washington High School Visitors Locker Room, Bond #929568878, \$43,127.00, Storm Sewer
- JBM Contractors, Westfield Washington High School Visitors Locker Room, Bond #929570761, \$5,000.00, Erosion Control
- JBM Contractors, Westfield Washington Locker Room & Concession, Bond #929568876, \$851,500.00
- 3D Company, Inc., Beechwood Neighborhood Drainage Improvement Project, Bond #INC58217, \$444,600.00
- Smith Projects, IMMI East Access Drive, Bond #B1200968, \$106,137.90
- Springmill Station, SE Corner, Lot 2, Bond #8672626, \$19,263.20, Sidewalks & Erosion Control
- Gilliatte General Contractors, Kroger Building Expansion J970 Westfield, Bond #929608344, \$31,116.80, Erosion Control
- Gilliatte General Contractors, Kroger Building Expansion J970 Westfield, Bond #929608343, \$61,088.83, Storm Sewers
- Beazer Homes, Andover 5, Bond #5039487, \$60,512.76, Sidewalks
- Beazer Homes, Keeneland Park 7, Bond #SU1134555, \$139,015.28, Streets & Curbs
- Beazer Homes, Keeneland Park 7, Bond #SU1134554, \$138,662.70, Storm Sewer
- Beazer Homes, West Rail at the Station, Bond #60121227, \$6,597.00, Multi-Use Path
- Beazer Homes, West Rail at the Station, Bond #60121228, \$30,285.00, Common Area Sidewalks
- Beazer Homes, West Rail at the Station, Bond #60121226, \$3,850.00, Striping 161st Street
- Grand Communities, Derby Ridge, Section 3, Bond #CMS0324486, \$35,467.95, Erosion Control
- Herron Holdings, Urban Vines, Bond #71836788, \$71,500.00, Vineyard Parking Lot

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:

- Gilliatte General Contractors, Kroger Building Expansion J970 Westfield, Bond #106824783, \$5,553.53, Storm Sewers
- Gilliatte General Contractors, Kroger Building Expansion J970 Westfield, Bond #106824784, \$2,828.80, Erosion Control
- Beazer Homes, Andover 5, Bond #SNN4007890, \$5,501.16, Sidewalks
- Beazer Homes, Keeneland Park 7, Bond #SNN4007891, \$12,637.75, Streets & Curbs
- Beazer Homes, Keeneland Park 7, Bond #SNN4007892, \$12,605.70, Storm Sewers
- Weihe Construction, Derby Ridge, Section 3, Bond #30011798, \$1,040.00, Curbs

- Weihe Construction, Derby Ridge, Section 3, Bond #30011797, \$7,634.00, Storm/Subsurface Drain
- Weihe Construction, Derby Ridge, Section 3, Bond #30011796, \$1,116.00, Streets/Lime Stabilization
- Globe Asphalt Paving, Co., Inc., Derby Ridge, Section 3, Bond #7653568, \$5,698.00, Stone Base, HMA Binder & HMA Surface
- Grand Communities, Derby Ridge, Section 3, Bond #CMS0324513, \$3,224.36, Erosion Control

Maintenance Bond Release

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

- Langston Development Company, Brookside, 4B & 4C, Bond #5040322, \$841.40, City Sidewalks
- Conco Curbs & Paving, Andover, Section 5, Bond #B0370298, \$2,826.00, Concrete Curbs
- Harvey Construction, Andover, Section 5, Bond #601045595, \$47,002.00, Sanitary Sewer, Storm Sewer & Water Services
- E&B Paving, Inc., Andover 5, Bond #929562862, \$17,111.80, Stone, Base, Intermediate, Surface & Path.
- Conco Curbs & Paving, Viking Meadows, Bluegrass, Section 1, Bond & Rider #PHSB001000022M, \$2,433.00, Concrete Curbs
- Beazer Homes, Keeneland Park, Section 1, Bond #1102066, \$2,040.25, Erosion Control
- Harvey Construction, Keeneland Park, Section 1, Bond #601076581, \$10,814.00, Storm Sewers
- Conco Curbs & Paving, Keeneland Park, Section 1, Bond #B1204177, \$2,080.47, Concrete Curbs & Common Area Sidewalks
- Beazer Homes, Keeneland Park, Section 2, Bond #1102067, \$3,184.67, Erosion Control
- Harvey Construction, Keeneland Park, Section 2, Bond #601076583, \$6,867.00, Storm Sewers
- Conco Curbs & Paving, Keeneland Park, Section 2, Bond #B1204178, \$1,097.10, Concrete Curbs
- Globe Asphalt Paving, Maple Village 6A/B, Bond #7642259, \$16,838.80, Asphalt Paving
- Karns, Inc., Maple Village 6A/B, Bond #Q94-8070250, \$550.00, Sidewalks
- Langston Development, Oak Manor 4A, Bond & Rider, #1102472, \$13,428.00, Street/Curbs, Storm Sewer, Erosion Control & Monuments & Markers

Cash In Lieu of Bond

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

- None

Letter of Credit

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

- SAW Development, Wilshire, Section 2, LOC #6258207-82, \$63,027.69, Erosion Control

Letter of Credit

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

- Ramsey Development, Bridgewater Transitional Care, Maintenance Letter of Credit #1013620880, \$16,000.00

DEVELOPMENT AGREEMENT

Corporate Warranty Deed Cross Reference:

THIS DEVELOPMENT AGREEMENT is entered this _____ day of _____, 2018, by and between the City of Westfield, Indiana, an incorporated municipality ("Westfield"), and Village Park Plaza, LLC, a Delaware limited liability corporation ("Developer") (collectively, the "Parties") to provide for the subdivision and development of real estate generally located on the northeast corner of 146th Street and Greyhound Pass (the "Development Project").

WHEREAS, Westfield and Developer have come together to be collaborative; and

WHEREAS, Developer has filed with Westfield a Primary and Secondary Plat for the development of the Village Park Plaza I project (the "Project") and more particularly described in the attached **Exhibit A** (the "Real Estate"); and

WHEREAS, Westfield agrees to construct certain improvements within the Project subject to the terms of the Agreement; and

NOW THEREFORE, the Parties in consideration of the mutual covenants contained herein agree as follows:

1. **Construction of improvements near detention pond along 147th Street.** In exchange for One-Hundred Thirty-One Thousand and 0/100 (\$131,000.00) from the Developer to Westfield, Westfield shall construct or cause to be constructed a new 5' concrete pedestrian sidewalk east of the full access approach near the detention pond along 147th Street, more particularly described in the attached **Exhibit B** (the "Improvements"). Improvements shall be constructed within a reasonable amount of time once construction of the Development Project commences.
 - a. Improvements generally consist of pavement and curb removal, grading for revised geometrics, new curb and gutter, 5' concrete sidewalk, minor drainage tie-ins, regrading embankment slopes, and permanents seeding and blanketing. Does not include plantings and other landscaping requirements.
2. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

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

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

If to Developer:
Village Park Plaza, LLC
c/o Washington Prime Group
Attn: Steve Nikel
111 Monument Circle, Suite 3500
Indianapolis, IN 46204

With a Copy to:
Village Park Plaza, LLC
c/o Washington Prime Group
Attn: Ted Hathaway, Esq.
180 East Broad Street
Columbus Ohio 43215

.

Each party represents that it has the authority to enter into this Agreement binding each party. Executed the date and year first above written.

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

By: _____

J. Andrew Cook, Member

Board of Public Works and Safety

Date: _____

By: _____

Kate Snedeker, Member

Board of Public Works and Safety

Date: _____

By: _____

Randell Graham, Member

Board of Public Works and Safety

Date: _____

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

[ADDITIONAL SIGNATURE PAGES AND NOTARY FOLLOWS]

Village Park Plaza, LLC (“Developer”)

By: Village Developers Limited Partnership, an Indiana limited partnership, its sole member

By: Washington Prime Group, L.P., an Indiana limited partnership, its general partner

By: Washington Prime Group Inc., an Indiana corporation, its general partner

By: _____

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 _____

THIS INSTRUMENT PREPARED BY: Brian J. Zaiger, Attorney at Law
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032
(317) 238-6266

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

EXHIBIT A
REAL ESTATE

147TH STREET

GREYHOUND PASS

OUTLOT 1
1.17 ACRES
51,004 FT²

50' FRONT SETBACK
COMMON AREA "A"
2.94 ACRES
127,916 FT²

existing
detention facility

OUTLOT 2
1.39 ACRES
60,369 FT²

50' FRONT SETBACK

LOT 1
4.47 ACRES
194,720 FT²

LOT 2
1.87 ACRES
81,588 FT²

15' SIDE SETBACK

50' FRONT SETBACK

146TH STREET

HAMILTON DESIGNS

A LIMITED LIABILITY COMPANY
PROFESSIONAL LIMITED LIABILITY COMPANY

11988 Fishers Crossing Drive, Suite 154
Fishers, Indiana 46038
P. (317) 570-8800
www.hamilton-designs.com

EXHIBIT:

EXHIBIT A - SITE

PROJECT INFORMATION:

VILLAGE PARK PLAZA

2222 East 146th Street
Westfield, Indiana 46033



DATE:
12/27/2017

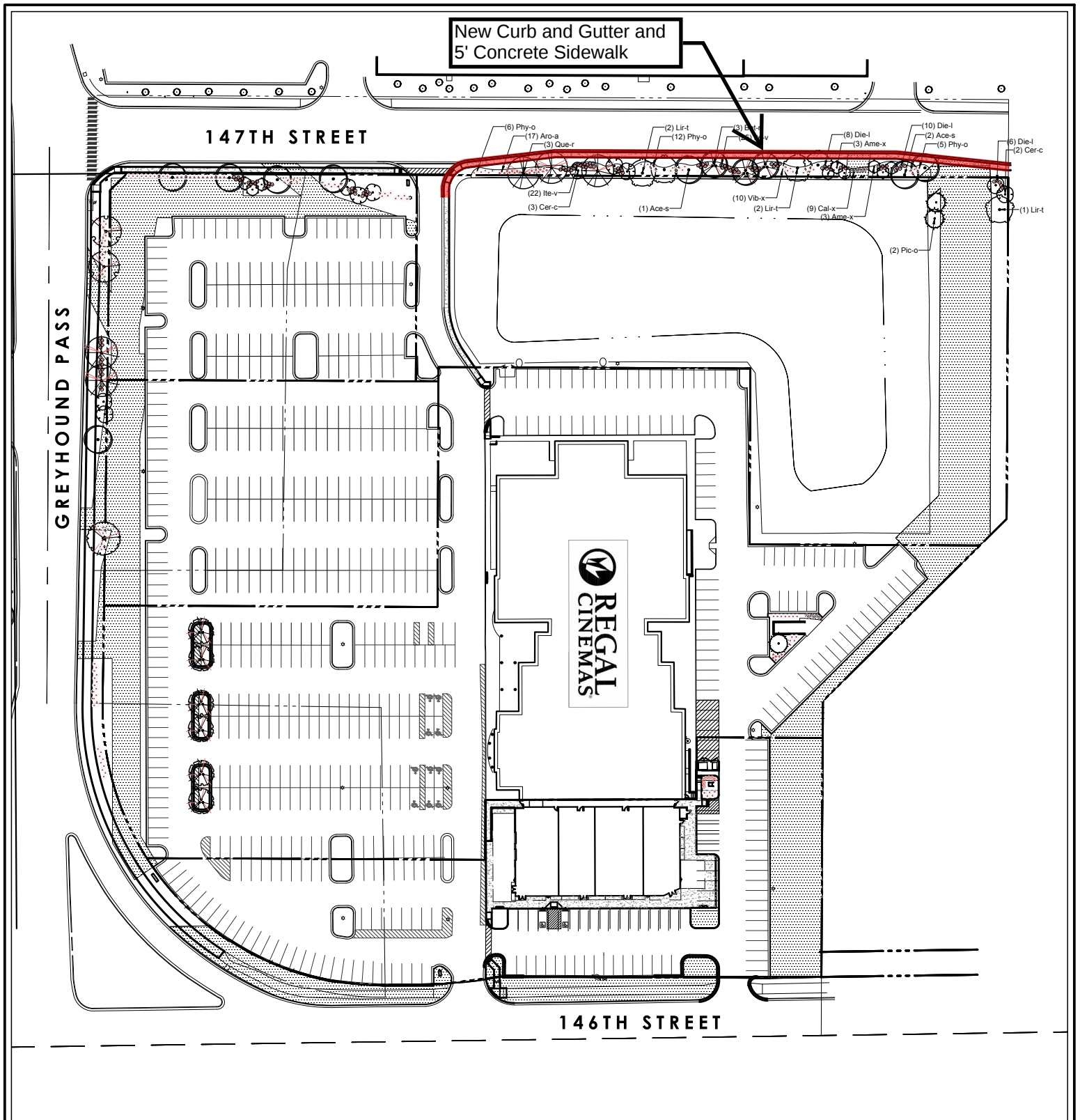
Project No.:
2016-220

Drawn By:
MAT

Checked By:
MAT

Scale:
1" = 120'

EXHIBIT B
IMPROVEMENTS



HAMILTON DESIGNS

A LIMITED LIABILITY COMPANY
PROFESSIONAL LIMITED LIABILITY COMPANY

11988 Fishers Crossing Drive, Suite 154
Fishers, Indiana 46038
P. (317) 570-8800
www.hamilton-designs.com

EXHIBIT:

EXHIBIT B - PROJECT

PROJECT INFORMATION:

VILLAGE PARK PLAZA

2222 East 146th Street
Westfield, Indiana 46033



DATE:
12/27/2017

Project No.:
2016-220

Drawn By:
MAT

Checked By:
MAT

Scale:
1" = 120'



To: Westfield Board of Public Works & Safety

Date: January 24, 2018

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 Village Park Plaza Development Agreement.

Kate Snedeker

Randy Graham

Andy Cook



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

Contact: Fire Chief

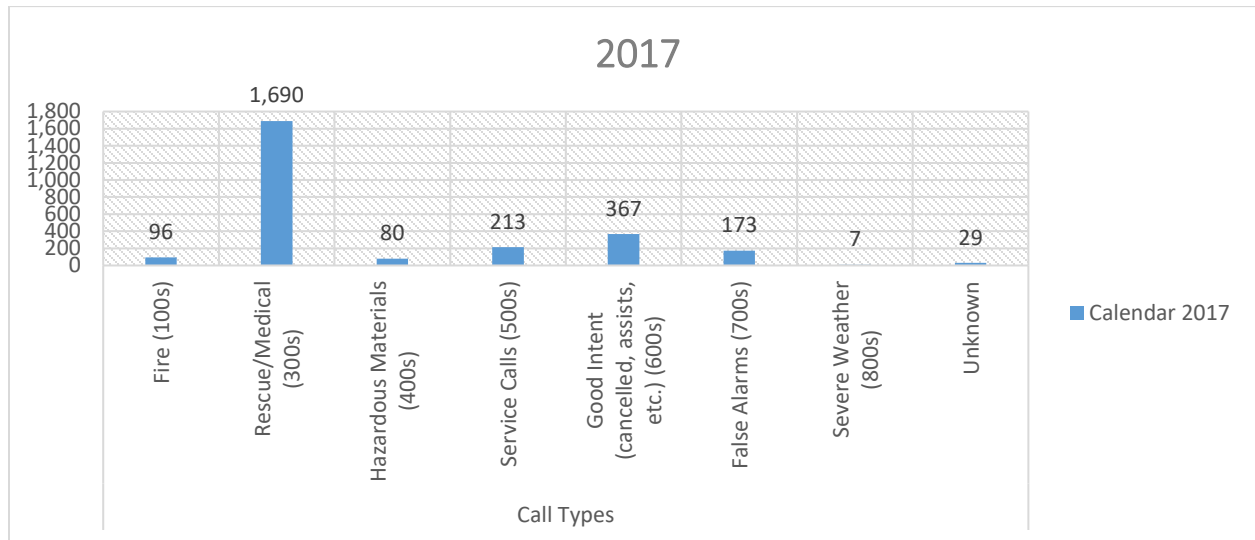
Marcus Reed

Or Nikki Hartman

804-3304



Westfield Fire Department 2017 Incident Statistics



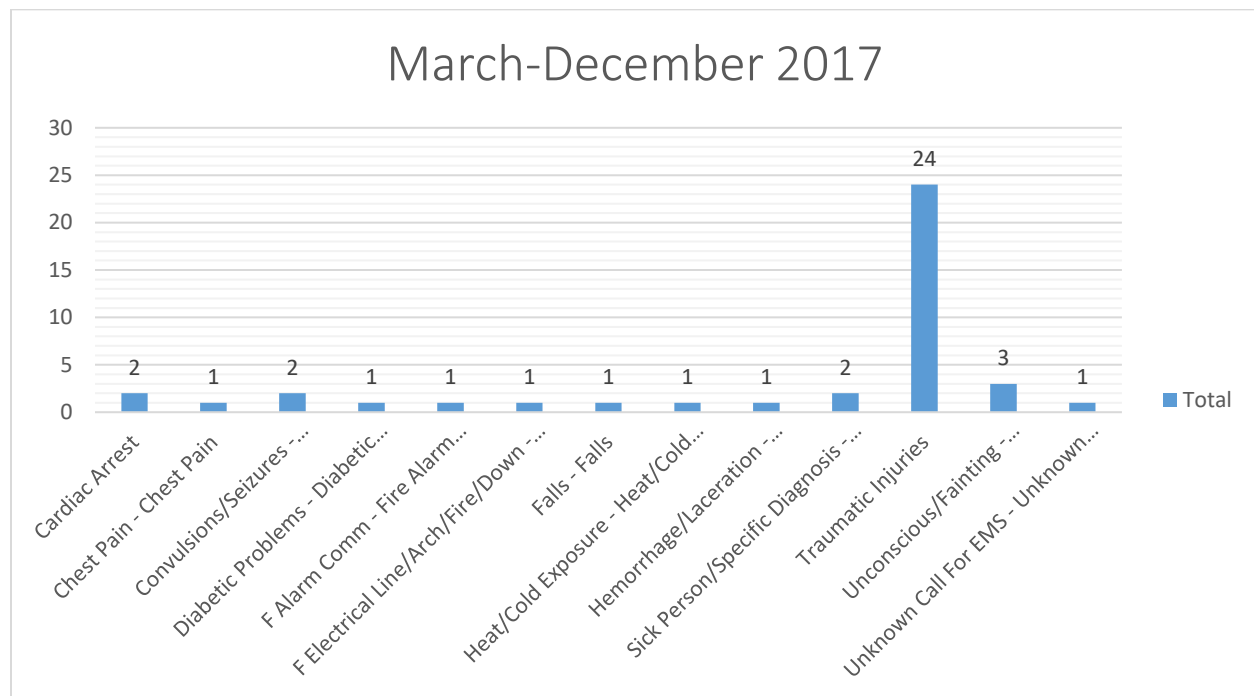
Property Saved





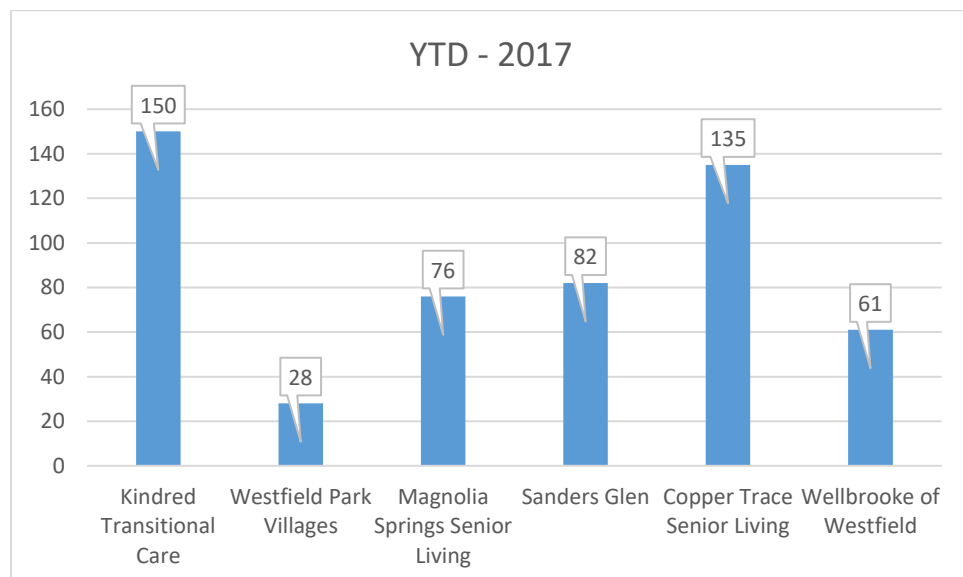
Westfield Fire Department 2017 Incident Statistics

Grand Park Data



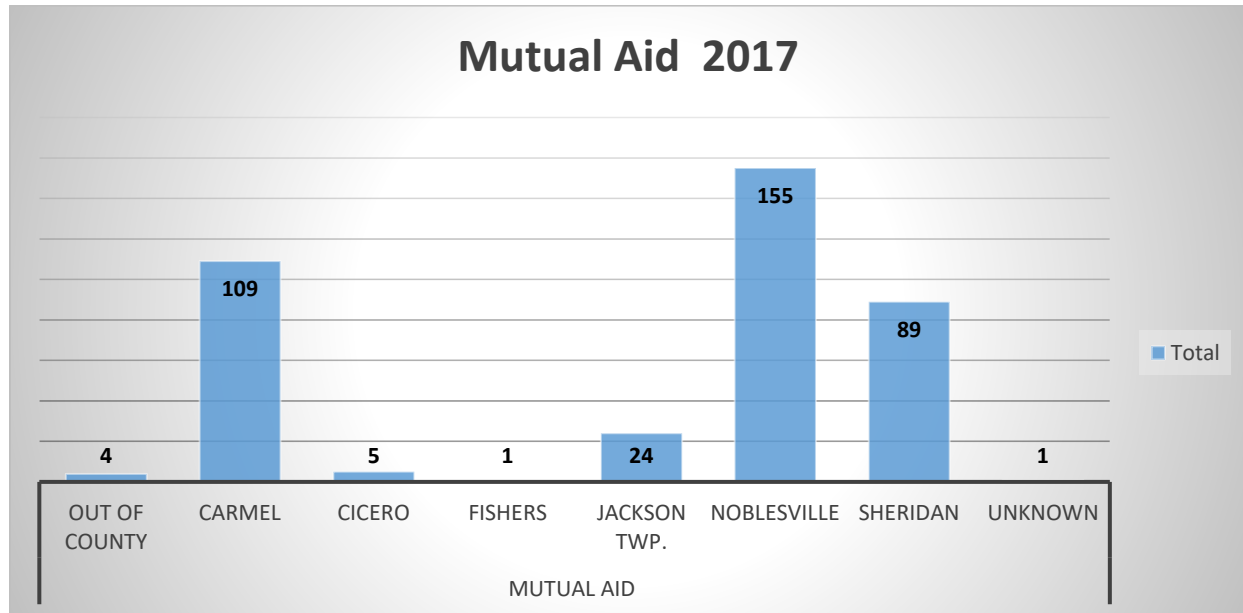
41 runs total

Care Facilities





Westfield Fire Department 2017 Incident Statistics

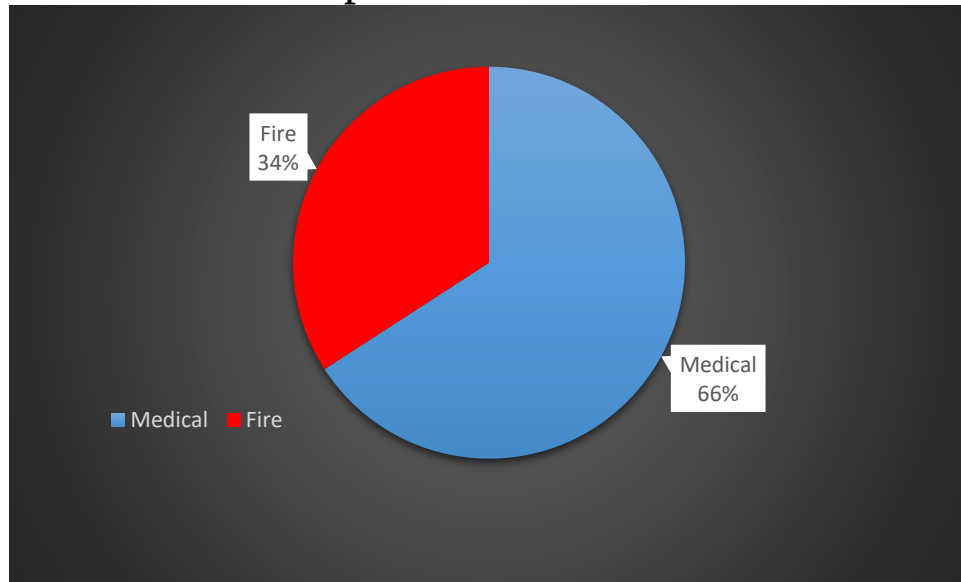


Total 388

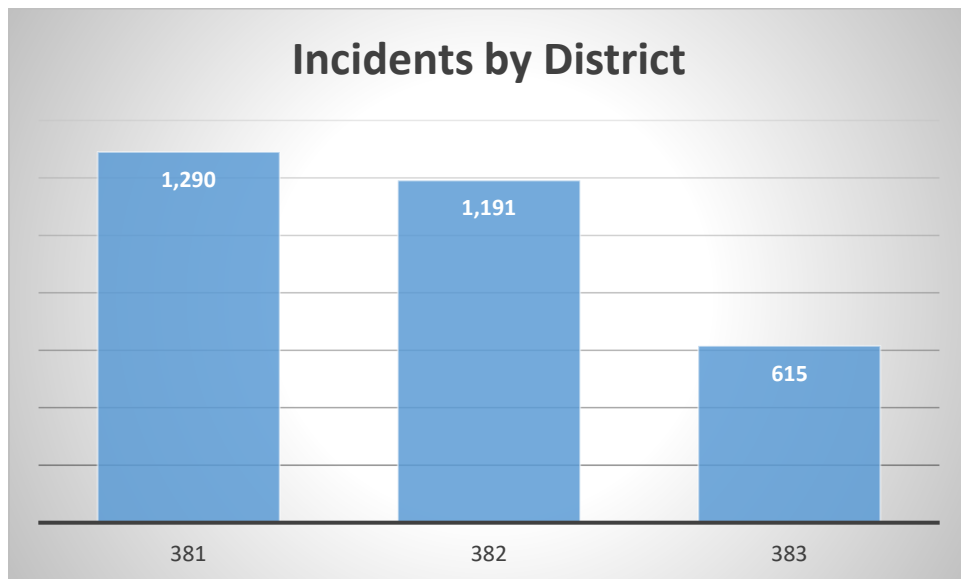
2017



Westfield Fire Department 2017 Incident Statistics

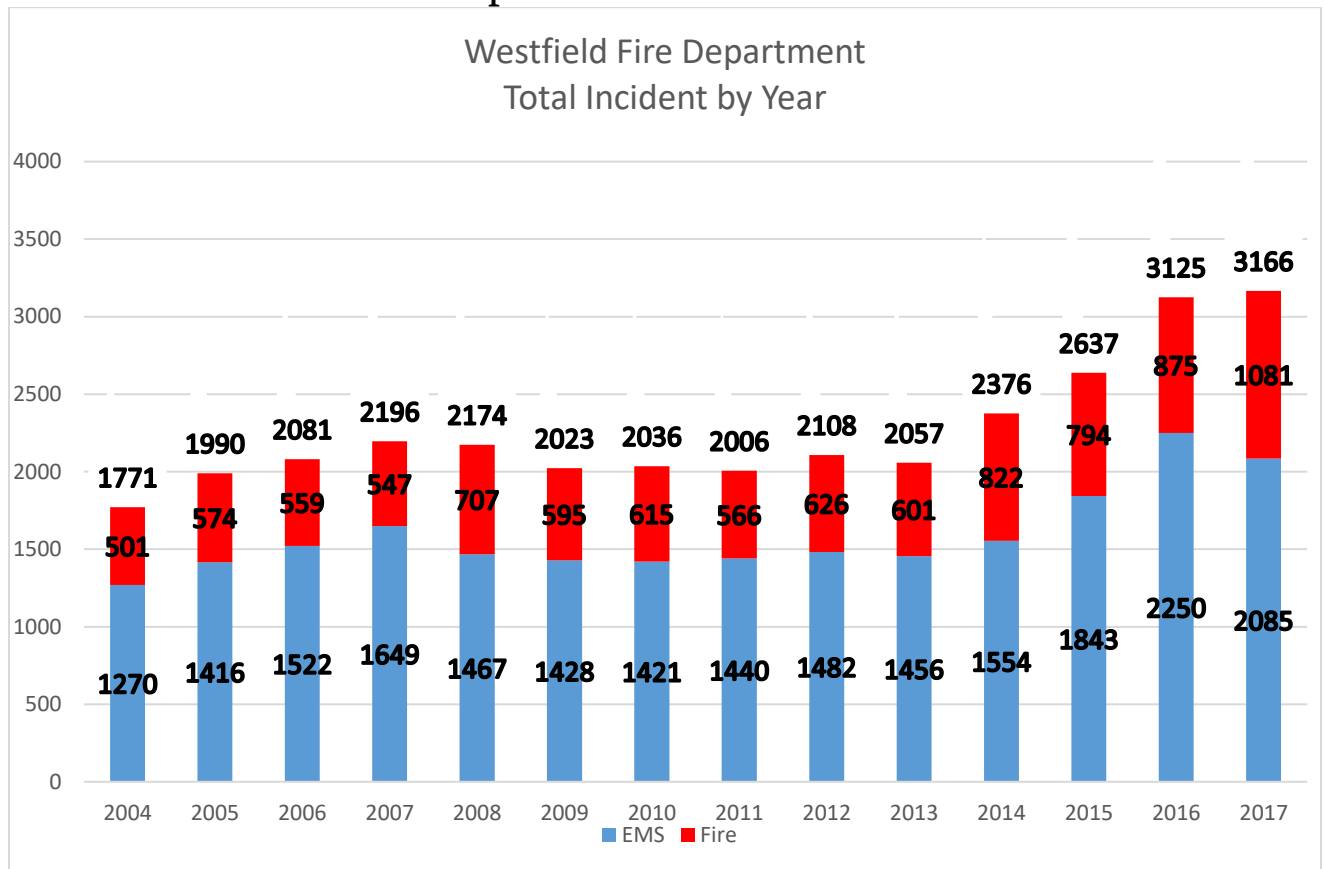


Medical	1686	399	2085
Fire	936	145	1081
Total			3166





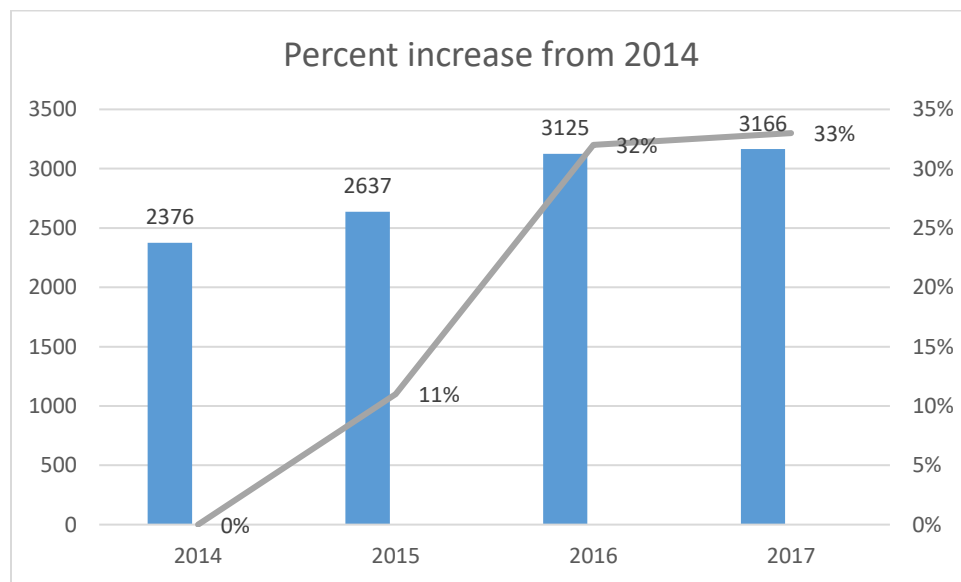
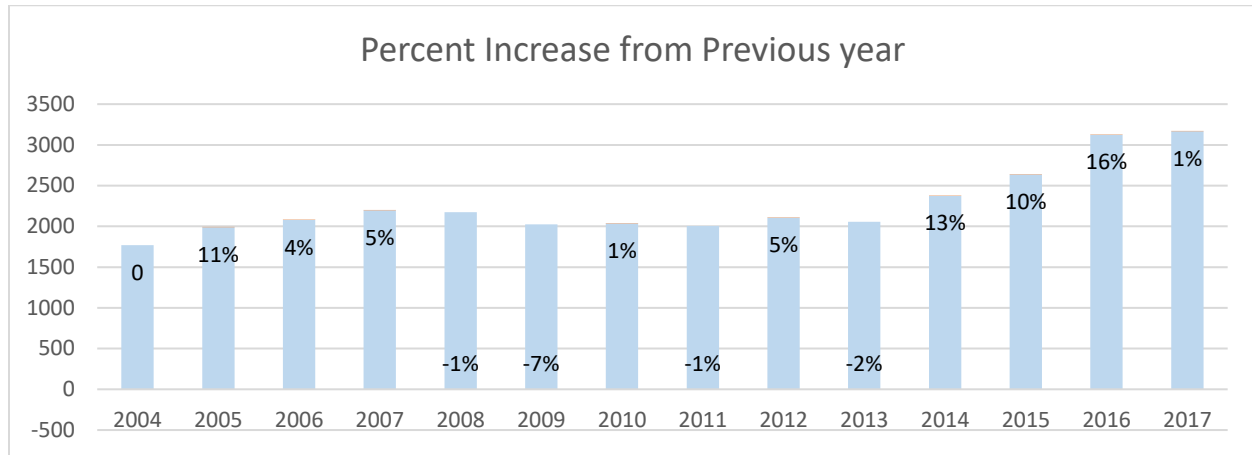
Westfield Fire Department 2017 Incident Statistics



Year	EMS	Fire	Total
2004	1270	501	1771
2005	1416	574	1990
2006	1522	559	2081
2007	1649	547	2196
2008	1467	707	2174
2009	1428	595	2023
2010	1421	615	2036
2011	1440	566	2006
2012	1482	626	2108
2013	1456	601	2057
2014	1554	822	2376
2015	1843	794	2637
2016	2250	875	3125
2017	2085	1081	3166



Westfield Fire Department 2017 Incident Statistics





Westfield Fire Department 2017 Incident Statistics

Heat Map

